

**Mayor**  
JOE L. PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**City Recorder**  
SHERRIE GORDON  
**City Treasurer**  
SHARI MADRID  
**Finance Director**  
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-7263  
[www.pricecityutah.com](http://www.pricecityutah.com)

**City Council**  
WAYNE CLAUSING  
RICK DAVIS  
KATHY HANNA-SMITH  
LAYNE MILLER  
MILES NELSON

## PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 04/22/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. PUBLIC COMMENT
4. COUNCILMEMBERS REPORT
5. MISS CARBON COUNTY - Celeste Smith
6. SCOTT K. YOUNG, GRASSY TRAIL WATER COMPANY BOARD - Submitted letter requesting the water company infrastructure and operation be taken over by the City.
7. EDUCATIONAL SCHOLARSHIP - Presentation by Mierya S. Molinar for consideration and possible approval of an educational scholarship for local college attendance.
8. RESOLUTION 2015-04 - Consideration and adoption of Resolution 2015-04 to amend and update personnel policies and procedures regarding harassment and discrimination. Ref Memo to City Council dated April 13, 2015 (copy attached)
9. 2015-2016 EMPLOYEE BENEFIT PORTFOLIO - Consideration and approval to accept the renewal, prescribed premiums, and designs of all components of the employee benefit portfolio as now constituted, and authorize the Mayor and staff to execute all documents and take actions necessary to implement the subject renewals.
10. PRICE CITY MUNICIPAL WASTE WATER PLANNING PROGRAM RESOLUTION - This is a self-assessment enabling the Water & Sewer Department to demonstrate to the State Division of Water Quality that they have the capacity to audit themselves and make necessary improvements. Copy attached.
11. PROCLAMATION BY THE MAYOR TO DESIGNATE THE WEEK OF MAY 17-23, 2015 AS PRICE CITY PUBLIC WORKS WEEK - This years theme is "Community Begins Here" which speaks to the essential nature of Public Works services in support of every quality of life.

### PLANNING AND ZONING COMMISSION

12. REAL PROPERTY PURCHASE REQUEST - Continued review and discussion regarding proposal by Kerry Jensen to consider surplus and sale of real property located at approximately 850 North 100 East.
13. CONDITIONAL USE PERMIT -
  - a. SKIN ART, TATTOO, PIERCING LAND USE. Consideration and possible approval of a skin art, tattooing, and piercing land use located at 585 East Main Street within the Commercial 1 (C-1) zoning district called Halo's and Horns, David Lee Whittemoore.

### CONSENT AGENDA

14. MINUTES
  - a. April 8, 2015 CDBG Meeting
  - b. April 8, 2015 City Council Meeting
15. LOCAL CONSENT - Local consent for a single event alcohol permit for Greek Festival Days, July 10-11, 2015.
16. EMPLOYEE PROMOTION - Approval of a career ladder promotion for Trevor Lindt from Water Treatment Sewer Operator I to Water Treatment Sewer Operator II in accordance with Price City promotion guidelines. Ref Memo dated April 8, 2015 (copy attached)
17. APPROVAL TO PROCEED WITH THE MURAL RESTORATION AND CLEANING - Work tentatively planned to take place October 2015.
18. UTAH FOSTER CARE - Authorization to place Utah Foster Care Foundation banners at the Peace Gardens for the month of May 2015 in celebration of National Foster Care Month.
19. ANNUAL ADVERTISING CONTRACT - Consideration and possible approval of an annual advertising contract between Price City and AJB Broadcasting for the 2015-2016 fiscal year.
20. INTERNATIONAL DAYS CELEBRATION AUDIO/VISUAL SERVICES AGREEMENT - Consideration and possible approval of an Agreement between Price City and Breinholt's Horizon Audio LLC.
21. 1900 EAST PHASE I: AIRPORT ROAD TO 300 NORTH (Project 1C-2015)—Approval of Local Government Contract through UDOT for Construction Engineering Services from Jones and DeMille Engineering for the construction of 1900 East Phase I for \$76,887.71 (Budgeted).
22. 1900 EAST PHASE I: AIRPORT ROAD TO 300 NORTH (Project 1C-2015)—Approval of Agreement with B2 Land Services LLC, to acquire temporary construction and permanent rights of way for the construction of 1900 East Phase I for \$16,000 (Budgeted).
23. TRAVEL REQUESTS - Travis Byrge, Heavy Equipment Safety Training, ULTAP, April 26-27, 2015, Monticello, UT. Debbie Worley, Crime Victims Conference, Utah Council on Victims Crime, April 29-May 1, 2015, Midway, UT. Chief Kevin Drolc, Utah Governor's Public Safety Summit, May 4-6, 2015, Layton, UT. Lisa Richens, Annual Government Auditing Update, April 30-May 1, 2015, Salt Lake City, UT.
24. COMMITTEES -
  - a. Water Resources
  - b. Emergency Planning
  - c. Community Progress - Culture Connection
  - d. Power Committee
  - e. International Days
25. UNFINISHED BUSINESS -
  - a. Recycling

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at [www.priceutah.net](http://www.priceutah.net), and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

Price City Municipal Corp

185 East Main St.

Price, UT 84501

Attn: Gary Sonntag, ~~City Engineer~~

**Price City  
Public Works Director**

Mr. Sonntag, at the annual 2015 meeting of the Grassy Trail Water Company (which is located in south Carbonville) the membership made a motion to investigate the possibility of Price City assuming ownership of our company. We currently buy our water wholesale from Price City.

The reasons for our request are many. State regulations with regards to lead testing, OSHA standards for road opening, barricading, proper repair procedures, and fire system tests are a bit beyond our scope of knowledge.

Our line is primarily constructed of schedule 40 PVC 4 inch and 2 inch. This line was installed in the late 1980s. There is one section of 2 inch metal pipe (approx 225 feet). We have had minimal leaks. There are 15 connections, all with functioning meters.

Please let us know whatever Grassy Trail Water Co. can do to facilitate this process. The board will answer any questions you may have.



Your consideration is greatly appreciated.

Grassy Trail Water Company

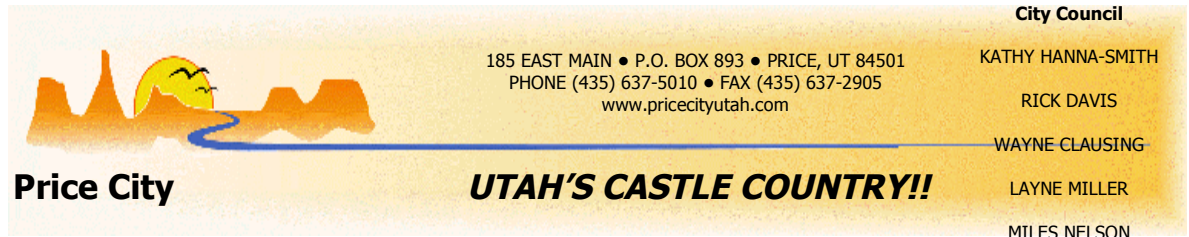
  
Merrill M. Carlson



Steve Cave

  
Scott K. Young  
  
Monte Jensen

**Mayor**  
JOE L PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Community Director**  
NICK TATTON  
**City Recorder**  
SHERRIE GORDON  
**Finance Director**  
LISA RICHENS



**PRICE CITY  
CITY COUNCIL MEETING  
AGENDA DOCUMENTATION**

Preparation Date: April 7, 2015	Submitting Department: Community Development
Meeting Date: April 22, 2015	Department Director: Nick Tatton
	Presenter: Mireya S. Molinar

Subject:	Local educational scholarship.
Purpose Statement:	Support USU as a local economic entity and support local students to attend local schools and stay local rather than moving from the area.
Background &/or Alternatives:	Price City approved \$3,000 in the 2014-2015 budget for local scholarships to be provided by Price City. The application is a short (2 page) essay on career aspirations and community service provided to the Price City area. Applicants must live within the boundaries of Price City and attend college within Price City. The applicant meets the program eligibility requirements. Scholarship funds will be paid directly to USU-E for the student account for books, tuition, fees and not to the student. In the event of unused funds, the funds would be returned to Price City.
Attachments:	Promotional flyer for program, copy of scholarship award certificate.
Fiscal Impact:	\$650 of budgeted funds from the \$3,000 placed in account #10-48-481 in the Community Development Department.
Staff Impact:	Very minimal, process request and payment.
Legal Review:	None. Program, process and budget previously reviewed and approved.
Recommendation:	It is the recommendation of staff to authorize the applicant a Price City scholarship in the amount of \$650 for attendance at USU-E.
Suggested Motion(s):	<ol style="list-style-type: none"> <li>1. Move to authorize an educational scholarship to be paid to USU-E by Price City consistent with the Price City Scholarship program and budget for Mireya S. Molinar.</li> <li>2. Move to authorize staff to administer the scholarship.</li> </ol>
Other Comments:	\$200 represents a program "practice" to authorize \$200 for qualifying non-traditional students; \$300 for qualifying quazi-non-traditional students and \$650 for traditional students, all subject to funding availability.



**Submit Scholarship  
Application Essays**

# Price City Scholarships Available

**Great  
Education  
Ahead**



Price City is proud to offer a limited number of scholarships of varying amounts to students living within the boundaries of Price City. The scholarships are only valid for attendance at Utah State University—Eastern Price Campus.

Scholarship applications may be submitted year-round & scholarship funding is limited and will be disbursed to qualifying students on a first-come-first served basis upon application approval and processing.

To apply simply submit a 2 page essay to Price City indicating the following items:

- Past, current and future plans for community service within Price City;
- Current courses of study and career aspirations;
- How your career goals may improve the Price City community overall.

**Submit Scholarship Application  
Essays to:**

**Nick Tatton, Community Director  
Price City  
P.O. Box 893  
Price, Utah 84501**

Include student contact information on all submissions. Allow 4-6 weeks for processing and notification of any potential scholarship awards.



# **Price City Scholarship** **Application**

**Mireya S. Molinar**  
**25 S. 400 E.**  
**Price, UT 84501**  
**Cell: (435) 650-4298**  
**mireyamolinar7@hotmail.com**

GENERAL INFORMATION

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College is known to be stressful for many students mainly because of the financial issues. In my situation, not having enough money for college has been my biggest stressor. I am a nineteen year old girl who strives for straight A's as well as staying busy and involved. On top of all of the activities and groups I am involved in, I try my best to support my family by having my own job to help pay for the little things such as my lunch, gas, etc. With having to support myself with my individual needs, it leaves me with no leftover money for school. In my household, only my father works and I am definitely grateful for the job he has. However, every two weeks when my father receives his check, my mother has to carefully create a balanced budget and make sure we have enough to pay for all of our bills. We generally do not receive spending money; my family lives paycheck to paycheck.

For me to receive this scholarship, it would mean the world to me. I come from a family where neither parents were able to receive a college education. My father had to dropout of high school because he had to focus on working in order to provide for his own family as a teenager. My mother also dropped out of high school because when she met my father, they had to move away in order for my father to have a decent job. Both of them now have their GEDs, but they still haven't had the chance to go back to college. Where I am the oldest sibling in my family, I want to be able to show them that now a days, the money is out there if you work hard for it. Because of that, the most important way that I have worked hard is by dedicating myself to service. Community service is one of the most important things in my life. You first and foremost put everyone else before you. Service does not only mean to work hard at what you do; but it is also the fact that you should enjoy what you are doing. Service is the one thing that always feels the most rewarding to me. When we raise tens of thousands of dollars by putting countless hours into what the community knows as "Carbon Christmas," knowing the fact that we helped many families have a christmas brings tears to my eyes. Visiting the nursing homes just to sit and listen to their adulthood stories leaves me with great satisfaction when I walk out the door and they say, "thank you so much for allowing me to think that today was worth living."

Aside from service, receiving this scholarship will allow for me to make it possible to pursue my dreams. My dream is to first become an RN, and then later in life work towards becoming a Physician's Assistant. I have already taken my first step towards that goal by taking several prerequisite courses. Now that I am graduating with my Associates of Science degree at the end of this summer, I hope to continue in the path that I am going so that I can have a career which will allow me to be able to help others in the community for the rest of my life.

To go more in depth on what I have done around the community, please see the list ahead on things I have accomplished and / or participated in (or currently involved in now):

Education: Graduated from Carbon High School (3.99 GPA), also currently taking nursing pre-requisistes classes at USU Eastern (3.8 GPA).

Awards and Honors:

- Computer Technology Competency test award
- Attended Girls State at SUU
- Placed in the Top 5 at the Miss USU Eastern Pageant
- Won First Attendant at the Miss Carbon County Pageant

[illegible]

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the results of its investigation of the activities of the American Friends Service Committee in the Philippines.

The above information was obtained from a review of the records of the  
 Department of the Interior, Bureau of Land Management, and the  
 Bureau of Reclamation, and is being furnished to you for your information.  
 It is requested that you advise the Bureau of Land Management, if you  
 have any comments or suggestions regarding the above information.  
 Very truly yours,  
 Director, Bureau of Land Management

~~CONFIDENTIAL - SECURITY INFORMATION~~

- no information available from the FBI regarding the above mentioned individuals.

[illegible]

- Eastern Student Association Publicity and Media Representative
- Utah State University Eastern Cheerleader 2014-2015
- Student Government:
  - Freshman Student Body Secretary
  - Sophomore Secretary
  - Junior Vice-President
  - Senior Vice-President
- Student of the Month award (twice)
- Meet or Beat Personal GPA awards (three years)
- National Junior Honor Society, National Honor Society
- High Honor Roll (three years)
- Science and History Fair awards
- FBLA secretary award
- Most dedicated cheerleader award
- Cheerleading Captain
- All-American Cheerleading award (two years)
- Today's Service Leaders (TSL) Club President

#### Work Experience:

1. Don Marcos Beauty Salon, Receptionist
  - Price, UT
  - Worked since February 25<sup>th</sup>, 2013 – May 30<sup>th</sup>, 2014
2. Gagon Family Practice, Receptionist
  - Price, UT
  - Worked since July 22<sup>nd</sup>, 2014 - Present

#### Job Duties Performed:

As a receptionist at Don Marcos, I cleaned the salon, managed the telephone, scheduled customer appointments, and completed transactions throughout each work day.

As a receptionist at Gagon Family Practice, I schedule appointments, verify insurance eligibility, complete transactions, check patients in and out, deliver faxes, keep the waiting room nice and tidy, answer questions patients have, and assist patients with anything else they may need in our office.

#### Community Involvement / Volunteer Work:

- Sub For Santa
  - Angel Tree
  - Store Caroling
  - Stuff the Bus
  - Carbon Christmas
  - Odd Jobs
- Blood Drive
- Canned Food Drive



- Castle Valley Center Dances/ Classroom Volunteer
- Beehive Homes Volunteer (TSL)
- Pinnacle Care Center Volunteer (FOR)
- Community Clean-up Day
- Oktoberfest Volunteer – three years
- Mardi Gras Dinner Volunteer
- Children's Justice Center Volunteer
- Painted Catholic Church in East Carbon
- Decorated Catholic Church for Christmas
- Served at Soup Dinners
- Bake Sales for Church
- Face Painting for International Days – three years
- Kiwanis Kids Day Volunteer – three years
- Painted the football field bleachers (CHEER)
- ESA Events volunteer
- USU Eastern Preschool Volunteer
- United Way Day of Caring – worked on community food bank garden (TSL)

All of the above listed doesn't do justice as to how much it has all impacted my life. This is why I want to continue to serve our community even once I begin my career as a nurse. Another big thing that I would love to bring to our community is if I do have the opportunity to become a Physician's Assistant, my ability to speak spanish as well will help all of the hispanic families in our area. Serving others is what I was born for, and it will be what I will live for. The sense of accomplishment after doing any type of community service gives such a rewarding feeling. Even the smallest things such as donating money to my local church (Notre Dame de Lourdes Catholic Church) allows for me to feel like I am making a difference in our community. I strive to reach my goals and dreams each and every day; and with your help; you will help me one step further to making Carbon County a better place to live.

Mireya Molinar  
25 S. 400 E.  
Price, UT 84501



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84501  
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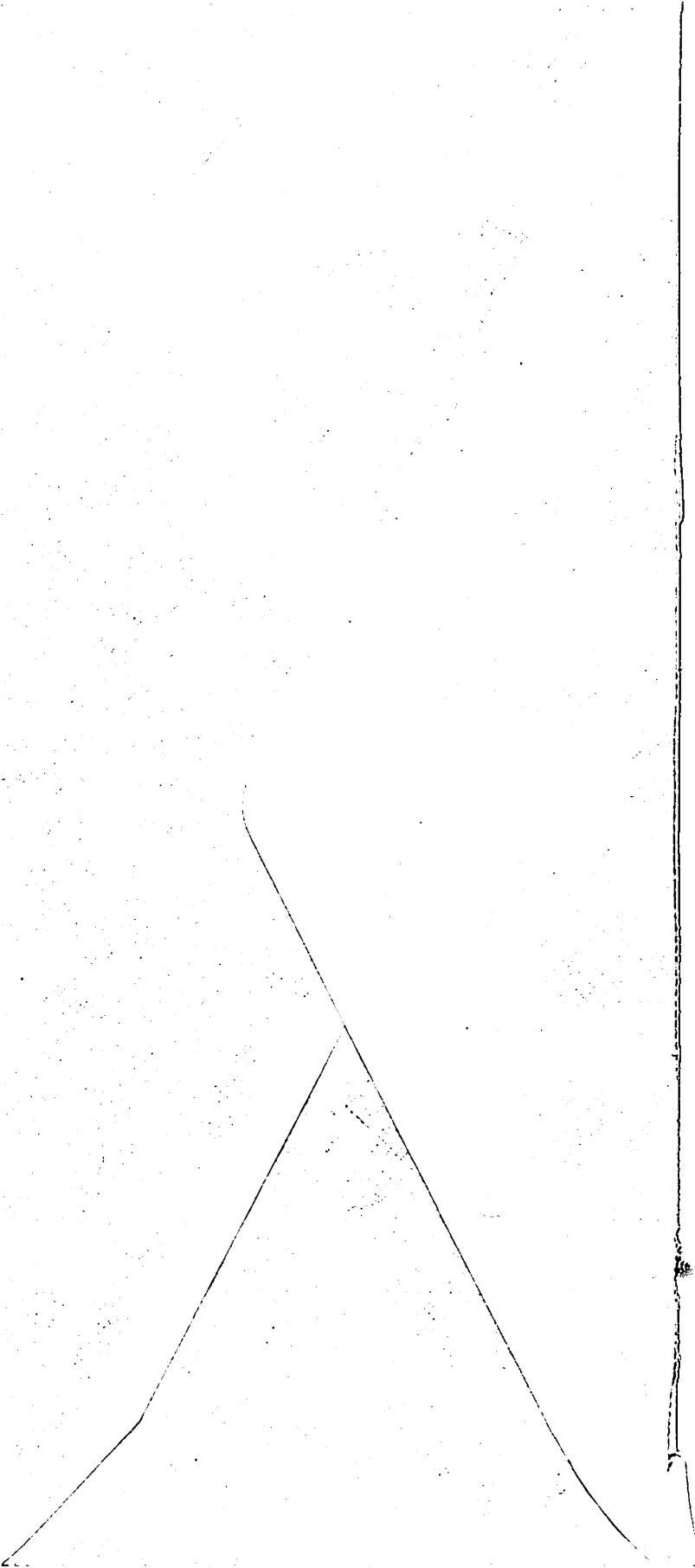
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Nick Tatton, Community Director  
Price City  
P.O. Box 893.  
Price, UT 84501



# EDUCATIONAL SCHOLARSHIP

THIS SCHOLARSHIP IS AWARDED TO

*Mireya S. Molinar*

IN RECOGNITION OF A DESIRE FOR IMPROVING HIS  
EDUCATION AND CHARITABLE GIVING TO THE PRICE CITY  
COMMUNITY

IN THE AMOUNT OF  
**\$ 6 5 0**

TO BE USED FOR TUITION, BOOKS AND FEES IN THE  
PURSUIT OF AN ASSOCIATES DEGREE FROM UTAH STATE  
UNIVERSITY-EASTERN

*Provided in the Spirit of a Progressive and Friendly Community by the Price City  
Mayor and City Council*





TO: Mayor, City Council

FROM: John Daniels

*Distributed electronically via email  
on 04/13/2015 by J. Daniels*

DATE: April 13, 2015

SUBJECT: Proposed Resolution 2015-04 to Amend and Update Personnel Policies and Procedures Manual Regarding Harassment and Discrimination

### ISSUE OVERVIEW

The 2015 Utah Legislature passed several anti-discrimination laws in employment, including for sexual orientation, gender identity, religious liberty and breast feeding. Price City has accepted and enforced for many years a respectful workplace standard that prohibits all harassment and discrimination regardless of defined protected classes. However, for illustration purposes our current policy includes notable examples of protected classes. Staff recommends that gender identity and sexual orientation be added to those notable examples in our policies; simply because of the notoriety they have received. Our policy standard will continue to be one of a respectful workplace that is not limited to legislated “protected classes”.

### ISSUE DETAIL

In harmony with staff recommendation to add sexual orientation and gender identity as notable examples in the Price City anti-discrimination/harassment policy and to improve the clarity of discrimination and harassment policies, the attached Resolution 2015-04 amends the following sections of the Price City Personnel Policies and Procedures Manual:

- Section II: Equal Employment Opportunity
- Section VI: Harassment
- Section VIII: Disciplinary Action

#### Section II: Equal Employment Opportunity

Amended to add gender identity and sexual orientation as specific protected classes; and clarifies it is an employee responsibility to have the policies, practices, and benefits outlined in the Price City Personnel Policies and Procedure read or explained to them if necessary.

#### Section VI: Discrimination and Harassment

Amended to include discrimination in the section title and to be simpler and clearer with less specific focus on sexual harassment; as well as add gender identity and sexual orientation as specific protected classes.

#### Section VIII: Disciplinary Action

Amended to clarify that harassment is not limited to just sexual harassment.

There are no anticipated fiscal or administration impacts to these policy amendments.

Recommendation:

I recommend approval of the attached Resolution 2015-04 to adopt revised sections of the Price City Personnel Policies and Procedures Manual as follows:

- Section II: Equal Employment Opportunity
- Section VI: Discrimination and Harassment
- Section VIII: Disciplinary Action

I intend to place adoption of Resolution 2015-04 on the agenda of the City Council meeting scheduled for April 22, 2015.

Attachment

Cc: Nick Sampinos-City Attorney  
Lisa Richens-Finance Director  
Kevin Drolc-Police Chief  
Gary Sonntag-Director Public Works

Bret Cammans-Director Customer Service  
Nick Tatton-Community Director  
Paul Bedont-Fire Chief  
Dana Young-Benefits Specialist



RESOLUTION NO. 2015-04

A RESOLUTION AMENDING THE FOLLOWING SECTIONS OF THE PRICE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL:

SECTION II: EQUAL EMPLOYMENT OPPORTUNITY

SECTION VI: HARASSMENT

SECTION VIII: DISCIPLINARY ACTION

WHEREAS, Price City previously adopted its Personnel Policies and Procedures Manual (Manual) setting forth personnel policies for the use and benefit of Price City's management and staff; and

WHEREAS, the provisions of the Manual and the adopting resolution are severable and the Manual explicitly states that Price City has the right to change any of its policies and/or procedures at any time, for any reason; and

WHEREAS, Price City is desirous of amending Sections II, VI, and VIII of the Manual, for the following purposes:

1. To establish that discrimination and harassment are specifically prohibited on the basis of gender identity, and sexual orientation.
2. To change the title of Section VI from Harassment to the more inclusive Discrimination and Harassment.
3. To clarify the general policy prohibiting discrimination and harassment on the basis of all protected classes including gender identity and sexual orientation as well as behavior that is disrespectful according to a reasonable person standard.
4. To clarify that harassment is not limited to sexual harassment, but all harassment is prohibited; not limited to but including all legislatively protected classes.
5. Make other miscellaneous changes to clarify policy and policy intent; and

WHEREAS, Price City desires to provide a work place of equal opportunity that is free of unlawful and disrespectful discrimination and harassment.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Price City Council as follows:

Section 1. Adopt Section II: Equal Employment Opportunity as constituted in Attachment A and which is attached hereto in its entirety and is hereby adopted.

Section 2. Adopt Section VI: Discrimination and Harassment as constituted in Attachment B and which is attached hereto in its entirety and is hereby adopted to replace the former Section VI: Harassment.

Section 3. Adopt Section VIII: Disciplinary Action as constituted in Attachment C and which is attached hereto in its entirety and is hereby adopted.

Section 4. Repealer: Former Section II: Benefits, Section VI: Harassment, and Section VIII: Disciplinary Action are hereby specifically repealed and the provisions of

any other Price City ordinances or resolutions in conflict herewith are hereby repealed. Additionally if any other content of the Manual is deemed to conflict with the language revisions adopted in this Resolution, this Resolution shall prevail.

Section 5. Severability: The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

Section 6. In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution takes effect immediately after its approval and adoption.

PASSED AND ADOPTED (Resolution 2015-04) by the City Council of Price City, State of Utah, this 22<sup>nd</sup> day of April, 2015.

Price City, a Municipal Corporation

By: \_\_\_\_\_  
Joe L. Piccolo, Mayor

Attest

\_\_\_\_\_  
Sherrie Gordon, City Recorder

## **SECTION II: EQUAL EMPLOYMENT OPPORTUNITY**

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1. **GENERAL POLICY** - It is the policy of Price Municipal Corporation to comply with Equal Employment Opportunity standards in all phases of personnel administration: job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc., without unlawful regard to protected classes defined by federal, state and local laws or Price City ordinances; including race, religion, sex, gender identity, sexual orientation, age, disability, national origin or veteran status.
2. **SUPERVISOR RESPONSIBILITIES** - The Mayor, or designee, will ensure that Price Municipal Corporation is in compliance with all of the personnel policies and procedures in this manual, including all EEO standards. Additionally, the Mayor, or designee, will ensure that employees in every department have access to a copy of this Personnel Policies and Procedures Manual and that each employee signs and dates an Acknowledgment of Receipt of Personnel Policies and Procedures Manual form confirming they were introduced to the Manual and that they accept responsibility for informing themselves about the policies therein. The Mayor, or designee, will then file the signed and dated Acknowledgment Form in the employee's personnel file.
3. **EMPLOYEE RESPONSIBILITIES** - Employees are responsible for informing and educating themselves about the policies, practices, and benefits set forth in Price Municipal Corporation's Personnel Policy and Procedures Manual by reading them and, if necessary, asking that they be read and or explained to them. Additionally, all employees are required to sign and date an Acknowledgment of Receipt of Personnel Policies and Procedures Manual form confirming they have been introduced to the Manual, know where copies are available, and agree to the requirements set forth in this paragraph.

## **SECTION VI: DISCRIMINATION AND HARASSMENT**

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### **1. GENERAL POLICY**

This policy applies to all employees and all individuals that may impact or be impacted by the employment relationship at Price City. Unlawful discrimination and/or harassment of any type related to the employment relationship, on or off duty, based on Federal, State, Local or Price City anti-discrimination laws or policies including race, religion, sex, gender identity, sexual orientation, age, disability, national origin, or veteran status shall not be tolerated. The discrimination or harassment may be implicit or explicit. Harassing behavior related to the employment relationship that is contrary to a respectful workplace according to reasonable persons and standards is also prohibited. Allegations of harassment will be investigated.

- A. Employees accused of harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.
- B. False or bad faith claims regarding harassment may result in disciplinary action, up to and including termination.
- C. Records and proceedings of harassment claims, investigations, or resolutions are confidential and shall be maintained in a limited access manner separate and apart from the employee's regular personnel files.
- D. All employees, supervisors and management personnel shall receive training on the harassment policy and grievance procedures during orientation and other training.
- G. Violation of this policy will result in disciplinary action, up to and including termination.

### **2. CORRECTIVE ACTION** - Price City expects that everyone will act responsibly to establish a pleasant and respectful work environment. If an employee witnesses or feels they have been subjected to any form of harassment or violation of this policy, including retaliation they should take one or more of the actions described as follows.

- A. Firmly and clearly tell the person engaging in the harassing conduct that it is unwelcome, offensive, and should stop at once. This notification may be verbal or written, and can be anonymous. Employees experiencing or witnessing harassment ARE NOT required to take this step prior to reporting harassment to a supervisor, department head, or human resources. If the conduct does not stop it must be reported to a supervisor, department head, or human resources.

- B. Report the conduct to a supervisor. It is anticipated that reports will follow the chain-of-command from direct supervisor to the next level supervisor and etc., as a matter of organizational order and respect. However, it IS NOT required that this chain-of-command be followed in allegations of harassment. Supervisors will take the report seriously and must take action that will include all of the following:
- (1) Investigate the alleged misconduct in as timely and confidential manner as practicable.
  - (2) Take action to correct any and all harassing conduct.
  - (3) Assure that no retaliation is tolerated.
  - (4) Complete appropriate feedback, including to the victims or reporting parties.
  - (5) Prepare a written supervisor record of the allegation, investigation, and resolution.
- C. Occasionally, reporting to a supervisor about harassing conduct is not an option, or an employee or individual(s) feel that their complaint has not been or cannot be properly handled. Reports of harassment can be made to Department Heads, or the Director of Human Resources or the Price City Attorney. All reports will be taken seriously, will be investigated, and appropriate corrective action will be taken. Reports of discrimination or harassment made to this organizational level will be filed with the Director of Human Resources or if that is not appropriate with the City Attorney and must include:
- (1) Written allegation prepared by the Department Head, Director of Human Resources, or City Attorney and signed by the complainant.
  - (2) An investigative plan.
  - (3) Record of investigation results.
  - (4) Damage the victim suffered as a result of conduct.
  - (5) Statement regarding how the victim would like the matter settled.
  - (6) How retaliation will be prevented.
  - (7) Documentation of appropriate feedback, including to the victims or reporting parties.

Harassment complaint files shall be opened and released only by authorization of the Mayor, or designee.

### 3. **RETALIATION**

Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing relative to discrimination or harassment.

- (A) Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.

- (B) Retaliation is an additional and separate disciplinary offense.
- (C) Retaliation may consist of, but is not limited to, any of the following:
  - (1) Open hostility;
  - (2) Exclusion or ostracism;
  - (3) Special or more closely monitored attention to work performance;
  - (4) Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.



## **SECTION VIII: DISCIPLINARY ACTION**

### **1. GENERAL POLICY**

- A. It is the policy of the Price Municipal Corporation that management will inform its employees about what is expected at work, what constitutes employee misconduct, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of Price Municipal Corporation government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, up to and including termination, may be imposed for misconduct.
- D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's personnel record.

### **2. TYPES OF DISCIPLINARY ACTION**

- A. Verbal Warning
  - (1) Whenever grounds for disciplinary action exist, and the Mayor, or designee, determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee.
  - (2) Whenever possible, a reasonable time for improvement should precede additional disciplinary action.
- B. Written Reprimand
  - (1) The Mayor, or designee, may reprimand an employee. The Mayor, or designee, shall furnish the employee with a written reprimand setting forth the reason(s) justifying the reprimand.
  - (2) A copy of the written reprimand, signed by the Mayor or designee and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form, the Mayor, or designee, will so indicate in writing.

C. Suspension

- (1) The Mayor, or designee, may suspend an employee, with or without pay, for up to, but not exceeding, thirty (30) calendar days for cause.
- (2) When suspending an employee, the Mayor, or designee, shall follow the due process procedures hereinafter set forth in paragraph 5 of this section, entitled "Imposing Disciplinary Action".
- (3) On or before the effective date of the suspension, the Mayor, or designee, shall furnish the employee with a written suspension notification setting forth the reason(s) for suspension.
- (4) A copy of the suspension notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form, the Mayor, or designee, will so indicate in writing.
- (5) An employee on suspension shall be responsible for making full employee contributions to his/her employee medical insurance benefits.

D. Demotion

- (1) The Mayor, or designee, may demote, or reduce in grade, an employee for cause or provide for reasonable accommodation in appropriate circumstances.
- (2) When demoting an employee, the Mayor, or designee, shall follow the due process procedures hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".
- (3) On or before the effective date of the demotion, the Mayor, or designee, shall furnish the employee with a written demotion notification setting forth the reason(s) for demotion.
- (4) A copy of the demotion notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form, the Mayor, or designee, will so indicate in writing.

E. Transfer

- (1) The Mayor, or designee, may transfer an employee (with the exception of a probationary employee) by furnishing the employee with a written transfer notification.
- (2) A copy of the transfer notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form, the Mayor, or designee, will so indicate in writing.

F. Termination

- (1) The Mayor, or designee, may terminate an employee for cause.
- (2) When terminating an employee for cause, the Mayor, or designee, shall follow the due process procedures hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".
- (3) On or before the effective date of the termination for cause, the Mayor, or designee, shall furnish the employee with a written termination notification setting forth the reason(s) for termination.
- (4) A copy of the termination notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor, or designee, will so indicate in writing.

3. **CAUSES FOR DISCIPLINARY ACTION**

Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

- A. Violation of the laws of the State of Utah or the United States, other than minor traffic offenses;
- B. Violation of the code of personal conduct;
- C. Conduct which endangers the peace and safety of others or poses a threat to the public interest;
- D. Unjustified interference with work of other Price Municipal Corporation employees;
- E. Misconduct;

- F. Malfeasance;
- G. Misfeasance;
- H. Nonfeasance;
- I. Incompetence (failure to perform duty);
  - (1) Failure to perform those duties required by law;
  - (2) Neglect or refusal to perform a duty or responsibility;
  - (3) Conduct which undermines good order and the discipline of the department where employed;
  - (4) Failure to be courteous, cooperative or helpful with the public or fellow employees;
  - (5) Unexplained absence or habitual tardiness;
- J. Negligence;
- K. Insubordination;
- L. Failure to maintain skills, and or certification;
- M. Inadequate performance of duties;
- N. Unauthorized absence or tardiness;
- O. Falsification or unauthorized alteration of records;
- P. Falsification of employment application;
- Q. Discrimination in hiring, assignment, or promotion;
- R. Harassment, including unlawful and disrespectful behavior
- S. Violation of the Personnel Policies and Procedures;
- T. Use of alcohol or drugs, other than medication prescribed by a physician, that affect job performance;
- U. Falsifying Price Municipal Corporation records;
- V. Knowingly marking the time slip of another employee, authorizing the employee's time sheet or log to be marked by another employee, unauthorized alteration of a time sheet or log;
- W. Unauthorized possession of firearms, weapons, or explosives on Price

Municipal Corporation owned property, with the obvious exception of police officers.

- X. Carelessness which affects the safety of personnel;
- Y. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large;
- Z. Habitual neglect of personal appearance or hygiene while on duty;
- a. Theft or removal of any Price Municipal Corporation property or the property of any employee from the work area premises without proper authorization;
- b. Gambling or engaging in a lottery at any Price Municipal Corporation work area;
- c. Misusing, destroying, or damaging any Price Municipal Corporation property or the property of any employee;
- d. Deliberately restricting work output of themselves or others;
- e. Drinking any alcoholic beverage during the workday, or being under the influence of illicit drugs or alcohol during the workday;
- f. Sleeping during working hours;
- g. Fighting (verbal or physical) on Price Municipal Corporation premises, or while on City business, or in a City uniform;
- h. Any act which might endanger the safety or lives of others;
- i. Use of reprehensible, vulgar or other indecent language or conduct bringing discredit upon Price Municipal Corporation or the department;
- j. Using official authority to influence or coerce any political action;
- k. Dishonesty in word or conduct;
- l. Theft, carelessness or negligence with Price Municipal Corporation funds, property, or confidential information;
- m. Involvement of Price Municipal Corporation with the employee's creditors due to the employee's failure to properly arrange personal financial matters, except that Price Municipal Corporation will not terminate an employee for garnishment arising out of any single indebtedness;

- n. The loss of licenses, certifications, bond qualification, or insurability as required by law, City ordinance or resolution, or job specifications, when the loss of such may result in liability exposure to Price Municipal Corporation.

#### **4. CONDUCTING AN INVESTIGATION**

- A. The Mayor, or designee, may conduct an investigation into the allegations which form the grounds for disciplinary action.
- B. During an investigation to determine the facts upon which disciplinary action may be imposed, the Mayor, or designee, may place an employee on administrative leave.
- C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice thereof to the employee has been completed by the Mayor, or designee. The investigation shall include an opportunity for the employee to respond to the allegations.

#### **5. IMPOSING DISCIPLINARY ACTION**

- A. The Mayor, or designee, shall conduct disciplinary action in a consistent manner.
- B. Each employee shall be afforded prior access to Price Municipal Corporation's rules, policies, and procedures.
- C. The employee shall receive timely notice of the pre-disciplinary meeting, an overview of allegations, and potential disciplinary action.
- D. Prior to the imposition of any disciplinary action, the employee shall have the opportunity to review the disciplinary action with the Mayor, or designee. The employee shall have the opportunity to respond to the allegations. The employee's written response, if any, and other related documents shall be placed in the employee's personnel file.
- E. In determining the type and severity of the disciplinary action, the Mayor, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct, prior disciplinary action imposed, the severity of the misconduct, the employee's work record, the effect of the employee's misconduct on Price Municipal Corporation operations; and/or the potential harm to person(s) or property created by the employee's misconduct.
- F. For disciplinary action other than a verbal reprimand, the Mayor, or designee, shall notify the employee, in writing, of the findings of the

Section VIII, Page 6 of 7

Personnel Policies and Procedures Manual  
Price Municipal Corporation



investigation or disciplinary hearing. The written statement shall include:

- (1) The grounds for disciplinary action, including a description of the specific misconduct for which the disciplinary action is being imposed;
- (2) Any prior disciplinary action imposed;
- (3) The disciplinary action to be imposed;
- (4) The effective date and duration of the disciplinary action; and
- (5) The corrective action necessary, if any, for the employee to avoid further disciplinary action.

G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the Mayor.

## **6. APPEAL PROCEDURES**

An employee subject to disciplinary action or dismissal under the provisions of Price Municipal Corporation policies may appeal through formal grievance procedures (Section IX: Grievance Procedures, this manual).. If the Price City Council upholds the employee disciplinary action, an employee has no additional appeal rights.

# STATE OF UTAH

## *MUNICIPAL WASTEWATER PLANNING PROGRAM*

### SELF-ASSESSMENT REPORT

FOR

PRICE

2014



Resolution Number \_\_\_\_\_

**MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION**

RESOLVED that **PRICE** informs the Water Quality Board the following actions were taken by the **CITY COUNCIL**

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2014.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

Passed by a (majority) (unanimous) vote on

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Mayor/Chairman

Mayor Joe L. Piccolo

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Recorder/Clerk

Sherrie Gordon

# **Municipal Wastewater Planning Program (MWPP)**

## **Financial Evaluation Section**

Owner Name: *PRICE*

Name and Title of Financial Contact Person:

Bill Wardle

Water/Sewer Const./Maint. Manager

Phone: (435) 637-5010

E-mail: billw@priceutah.net

**PLEASE SUBMIT TO STATE BY: May 1, 2015**

Mail to: MWPP - Department of Environmental Quality  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4300

*NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantón. Utah Division of Water Quality: (801) 536-4342.*

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

**User Charge (UC)** - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

**Operation and Maintenance Expense** - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

**Repair and Replacement Cost** - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

**Capital Needs** - Cost to construct, upgrade or improve the facility.

**Capital Improvement Reserve Account** - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

**Reserve for Debt Service** - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

**Current Debt Service** - Interest and principal costs for debt payable this year.

**Repair and Replacement Sinking Fund** - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).



## Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <u>at this time</u> ?	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <u>next five years</u> ?	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	0
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	0
<b>TOTAL PART I =</b>		0

## Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next five years</u> ?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next ten years</u> ?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next twenty years</u> ?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	0
<b>TOTAL PART II =</b>		0

### Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting <b>95%</b> or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
<b>TOTAL PART III =</b>		0

### Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2015	2016	2017	2018	2019
	600,000	10,000	600,000	10,000	600,000

### Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	0
II	0
III	0
Total	0



## Part I: SYSTEM AGE

- A. What year was your collection system first constructed (approximately)?

Year 1912

- B. What is the oldest part of your present system?

Oldest part 1912 years

## Part II: BYPASSES

- A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
<b>TOTAL PART II =</b>			0

- B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2014:

Number of Class 1 SSOs in Calendar year 2014 0

Number of Class 2 SSOs in Calendar year 2014 0

*Class 1-* a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) effects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

*Class 2 –* a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.



# **Municipal Wastewater Planning Program (MWPP) Collection System Section**

Owner Name: PRICE

Name and Title of Contact Person:

Bill Wardle

Water/Sewer Const./Maint./ Manager

Phone: (435) 637-5010

E-mail: billw@priceutah.net

**PLEASE SUBMIT TO STATE BY: May 1, 2015**

Mail to: MWPP - Department of Environmental Quality  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4300

Form completed by

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**Part II: BYPASSES (cont.)**

- C. Please specify whether the SSOs were caused a contract or tributary community, etc.

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**Part III: NEW DEVELOPMENT**

- A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10-20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2-3 years, such that either flow or BOD <sub>5</sub> loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
<b>TOTAL PART III =</b>		0

- B. Approximate number of new residential sewer connections in the last year

5 new residential connections

- C. Approximate number of new commercial/industrial connections in the last year

2 new commercial/industrial connections

- D. Approximate number of new population serviced in the last year

0 new people served

## Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

10 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

Bill Wardle

Sam White

Ron Brewer

C. You are required to have the collection DRC operator(s) certified at **Grade II**

What is the current grade of the DRC operator(s)? II

D. State of Utah Administrative Rules requires all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified \_\_\_\_\_

Small Lagoons \_\_\_\_\_

Collection I \_\_\_\_\_

Collection II Bill Wardle, Sam White, Ron Brewer, Bryce Slaugh,

Jason Wichmann, Cory Vogrinec, Jerry Giraud,

Rowdy Christensen & Trevor Lindt

Collection III \_\_\_\_\_

Collection IV \_\_\_\_\_

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
<b>TOTAL PART IV =</b>		0



Part VI: SSMP EVALUATION (cont.)

E. During 2014 was any part of the SSMP audited as part of the five year audit?

No     x    

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? \_\_\_\_\_

F. Has your system completed its *System Evaluation and Capacity Assurance Plan* (SECAP) as defined by the Utah Sewer Management Program?

Yes     x     NO           

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Program	Population				
	< 2,000	2,000 - 3,500	3,501 – 15,000	15,001 – 50,000	> 50,000
SSMP	3-31-16	3-31-16	9-30-15	3-31-15	9-30-14
SECAP	Optional	9-30-17	9-30-16	3-31-16	9-30-15

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

  
Signature of Signatory Official

Gary D. Sonntag, P.E.

Print Name of Signatory Official

17 April 2015

Date

**Price City**

**Public Works Director**

Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

## Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	20
<b>TOTAL PART V =</b>		20

## Part VI: SSMP EVALUATION

A. Has your system completed its Sewer System Management Plan (SSMP)?

Yes   X   NO           

B. If the SSMP has been completed then has the SSMP been public noticed?

No X Yes, included date of public notice \_\_\_\_\_

C. Has the SSMP been approved by the permittee's governing body at a public meeting?

Yes \_\_\_\_\_ NO X

D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?

No   X   If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)

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## Part VII: SUBJECTIVE EVALUATION

*This section should be with the system operators.*

- A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

Gravity Fed Collection System with piping from 1912 to present.

Requires routine maintenance, inspections and emergency repairs  
as needed.

- B. What sewerage system improvements does the community have under consideration for the next 10 years?

Replace deteriorating undersized sewer mains.

- C. Explain what problems, other than plugging have you experienced over the last year

Deterioration of sewer manholes, troughs that need grout work. Bad  
service taps, broken and cracked sewer pipe.

- D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

Plan to replace old undersized sewer mains. Plan to design and construct  
primary sewer collection large diameter pipeline from Airport Road to  
Highway 6 East Price Interchange.

- E. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS   X   SOMETIMES            NO           

If they do, what percentage is paid?

approximately   100   %

## Part VII: SUBJECTIVE EVALUATION (cont.)

F. Is there a written policy regarding continuing education and training for wastewater operators?

YES X NO           

G. Any additional comments? (Attach additional sheets if necessary.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

## POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	0
III	0
IV	0
V	20
Total	20





## PROCLAMATION

WHEREAS, in 1960, the **American Public Works Association** (APWA) proposed to have a **National Public Works Week** across the nation. This special week was to be set aside to energize and educate the public on the importance and contribution of public works in their daily lives; and

WHEREAS, Public Works Week is now observed throughout the nation and the world; thereto shall **Price City** sponsor its own, **Public Works Week**; and

WHEREAS, the American Public Works Association has selected “**COMMUNITY BEGINS HERE**” as its theme for the 2015 National Public Works Week.

This theme “...speaks to the essential nature of Public Works services in support of everyday quality of life. There would be no community to police and protect, no public to lead or represent. Public works allows the world as we know it to be.” So shall Price City Public Works Week adopt the same theme; and

WHEREAS, we salute and recognize our **Price City Public Works employees**, their contribution to and continued partnership with, all citizens, elected officials, city staff, vendors, consultants, contractors and government agencies.

NOW, THEREFORE, I, Joe L. Piccolo, Mayor of the City of Price, do hereby proclaim  
May 17-23, 2015 as:

### “ PRICE CITY PUBLIC WORKS WEEK 2015 ”

in the City of Price, Carbon County, State of Utah, USA, and I urge all persons to support,  
appreciate and celebrate the work performed by our  
Price City Public Works Employees  
in engineering, public works, streets & fleet, parks & cemetery and water & sewer.

DATED this 22<sup>th</sup> day of April, 2015

---

**Joe L. Piccolo**      **Price City Mayor**

ATTEST: \_\_\_\_\_  
Sherrie Gordon, Price City Recorder






**OMayor**  
JOE L. PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Community Director**  
NICK TATTON  
**City Recorder**  
SHERRIE GORDON  
**Public Works Director**  
GARY SONNTAG



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-2905  
[www.pricecityutah.com](http://www.pricecityutah.com)

**Planning & Zoning  
Commissioners**  
ROBERT OLIVER, CHAIR  
FRANKIE SANCHEZ, VICE CHAIR  
JULY BARNES  
DALE BARNES  
NANCY BARNES  
RICHARD BARNES  
JAN YOUNG  
ALTERNATE: ERROLL HOLT

## Price City Planning & Zoning Commission

**DATE:** MARCH 10, 2015  
**TO:** PRICE CITY PLANNING & ZONING COMMISSION  
**FROM:** NICK TATTON, PRICE CITY   
**RE:** REAL PROPERTY SALE REQUEST

---

Please find attached a request from four (4) property owners: (1) Craig Daniels; (2) Kerry Jensen; (3) Terry Houser; and, (4) Toni Sampinos, asking that portions of a parcel of property owned by Price City be declared surplus to the needs of Price City and offered for sale. The Price City owned property is commonly referred to as the "Old Olsen Reservoir" property and is located in the vicinity of 850 North 100 East. In 2007 Price City completed and approved the Price City Real Property Management Policy that includes potential actions for all City owned property, in this case the overall property is identified as residential development if sold or retained for storm water management needs.

In the event the proposal is accepted the additional process for completion of the requested transaction, roughly, is:

1. The City Council, upon the recommendation of the Planning Commission, will identify the subject property as surplus to the needs of the City and authorize the procurement of bids on the property.
2. Applicant(s) to complete a survey and identify each parcel of land to be potentially sold with a legal description. From the survey and legal description the applicant(s) will need to have Quit Claim deeds prepared that can then be proposed to Price City.
3. The Planning and Zoning Commission will hold a public hearing regarding the actual potential surplus and sale of the real property and make a further recommendation to the City Council.
4. The City Council will hold a public hearing on the actual surplus and sale of the property, and then potentially accept any bids received and complete the sale.
5. The applicant(s) will be required to record the approved Quit Claim deeds timely.

In addition to the request from the adjacent land owners the following documents are attached:

1. Maps prepared by a surveyor showing a "straight" line proposal as requested by the planning commission.
2. Real property management decision tree.
3. Comments from Price City Public Works regarding property. Please note that these comments recommend NOT selling the property. Review the reasons for discussion with the applicant.

It is the recommendation of staff to discuss the proposal in detail with the applicant(s) and very clearly identify any recommendations for the city council.

*The planning commission also discussed extending the proposed purchase to the property limit on the west to create a full straight boundary along the north side. **That option is not represented here and has not been provided by the applicant as requested.** It may also be advisable to discuss "why" thirty-five feet (35') of width is necessary as it appears that about 10 feet to 12 feet may accomplish the same result.*

**RECOMMENDED MOTION(S):**

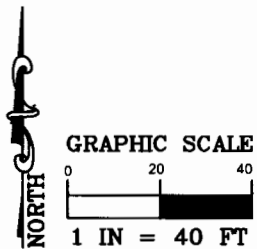
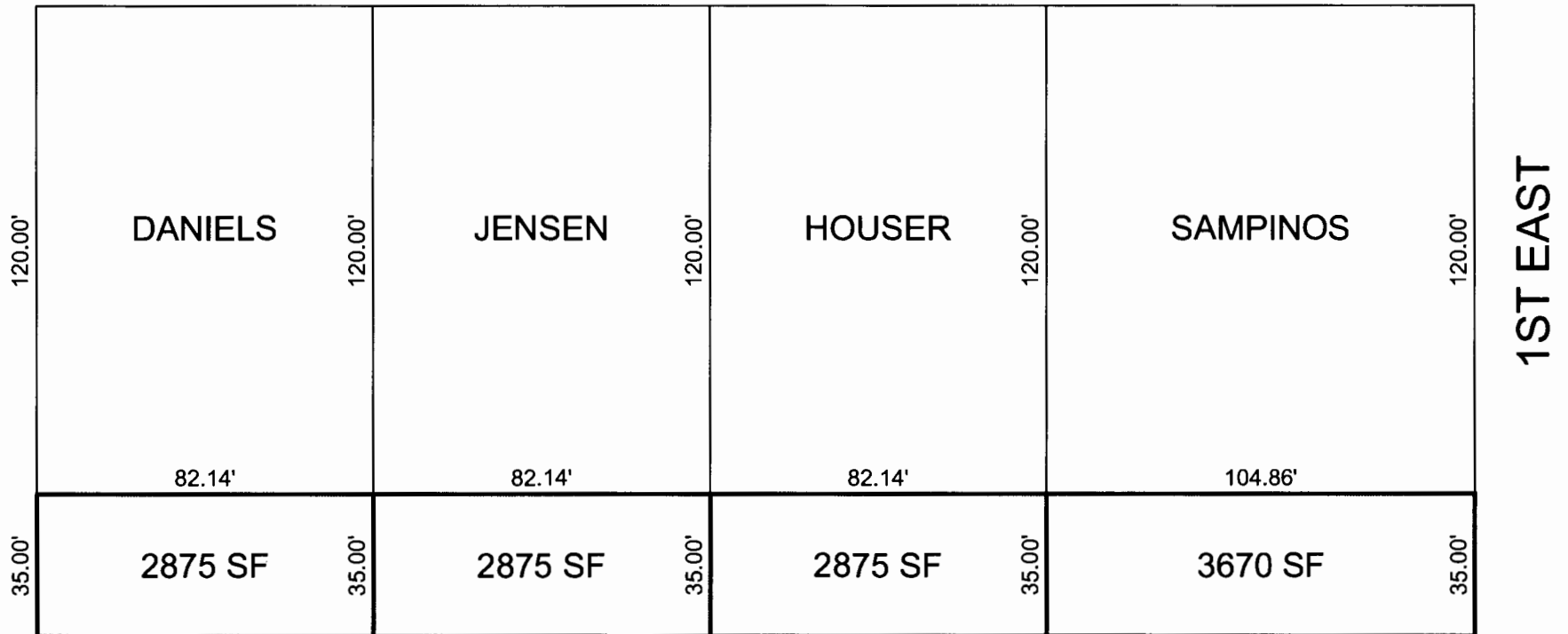
1. TO RECOMMEND APPROVAL:

- a. Move to recommend that the Price City Council find the subject property surplus to the needs of the City and authorize the process for the sale of the subject property.
  - i. Exact orientation and limits or constraints on the approval need to be included.

2. TO RECOMMEND DENIAL:

- a. Move to recommend that the Price City Council not find the subject property surplus to the needs of the City and not authorize the process for the sale of the subject property.

## 9TH NORTH



UPDATED: 03-10-15

**WARE SURVEYING, L.L.C.**

Phone: 435-820-4335

Email: [waresurveying@emerytelcom.net](mailto:waresurveying@emerytelcom.net)

# 9TH NORTH

1ST EAST

DANIELS

JENSEN

HOUSER

SAMPINOS

82.14'

82.14'

82.14'

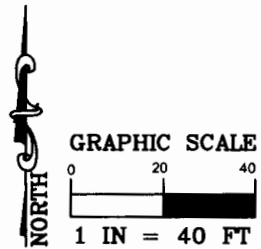
104.86'

2875 SF

2875 SF

2875 SF

3670 SF



UPDATED: 03-10-15

**WARE SURVEYING, L.L.C.**

Phone: 435-820-4335

Email: [waresurveying@emerytelcom.net](mailto:waresurveying@emerytelcom.net)

Account No: 3/43  
Business Activity: 9121  
Fee: \$100



## BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ **Renewal** (check and show changes only on form below)

<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Halos and Horn's</u>			
If Name Change, list previous name:			
Business Address: <u>585 E main Street</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: ( ) <u>630-9083</u>		Business E-mail:	
Business Fax:			
Mailing Address (if different)		City:	State:
		Zip Code:	
Property Owner's Name: <u>Kerry Kromtel</u>		Property Owner's Telephone: <u>(435) 650-7193</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other: <u>tattooing</u>			
Opening Date: <u>May 1st 2015</u> Business Hours: From <u>12 pm</u> To <u>9 pm</u> <u>M T W T H F S</u> <u>SU</u> (please circle)			
Detailed Description of Business: <u>Tattooing customers who want tattoo art.</u>			
Commercial Square Feet: <u>1800 sq ft</u>		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>included 15\$02515</u>		Federal Tax I.D. No. (Include copy, if applicable): <u>included 41-3523240</u>	
State License No. (Include copy, if applicable):		State License Type:	
<b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b> <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			
<b>NOTE:</b> If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.			

Owner's Name: <u>David L. Whittemore</u>		
Owner's Address: <u>255 S 100W Unit 4</u>		Suite/Apt. No.:
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Owner's Telephone: (435) <u>630-9083</u>	Owner's E-mail: <u>davidwhittemore@gmail.com</u>	Owner's Fax:
Owner's Birth Date: <u>Aug. 21, 1960</u>		Owner's Drivers License No. (include state & provide copy):

Manager's Name: <u>Rhiannon Willoughby</u>		
Manager's Address: <u>255 S 100W <del>Unit 4</del></u>		Suite/Apt. No.: <u>4</u>
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Manager's Telephone: (435) <u>630-9083</u>	Manager's E-mail: <u>mama2diesel@gmail.com</u>	Manager's Fax:
Manager's Birth Date: <u>01-30-81</u>		Manager's Drivers License No. (include state): <u>22736581</u>

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1.		( )
2.		( )
3.		( )

TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (Include copy)
1.	/ /	# ST
2.	/ /	# ST
3.	/ /	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

David L. Whittemore 3/26/15  
 Signature of Owner/Agent Date  
DAVID LEE, WHITTEMORE 3/26/15  
 Please Print Name Title

Please allow at least 10 working days for your application to be processed.


# CONDITIONAL USE PERMIT

THIS PERMIT IS HEREBY APPROVED FOR:

**A LAND USE OF: A SKIN ART, TATTOO,  
PIERCING LAND USE, LOCATED AT 585  
EAST MAIN STREET, WITHIN THE  
COMMERCIAL 1 (C-1) ZONING DISTRICT**

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH  
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY  
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT  
CODE.



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING COMMISSION AND AS AGREED TO BY THE LAND USE APPLICANT FOR A SKIN ART, TATTOO, PIERCING LAND USE LOCATED AT 585 EAST MAIN STREET WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT**

**Purpose:** the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and SOUTHEASTERN INTEGRATIVE HEALING ARTS CENTER, regarding the conditions of land use associated with A SKIN ART, TATTOO, PIERCING LAND USE LOCATED AT 585 EAST MAIN STREET WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT as it is associated with HALO'S AND HORNS AND DAVID LEE WHITTEMOORE.

**Parties:** this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and HALO'S AND HORNS AND DAVID LEE WHITTEMOORE, (Applicant), for the property located at 585 East Main Street.

**Term:** the term of this agreement commences on April 6, 2015 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

**Applicant Shall:**

- Arrange for completion of building safety inspections by the Price City Building Inspector and Price City Fire Chief, prior to business occupancy, and compliance with all safety recommendations stemming from the review finding that properly inspected and updated commercial buildings protect the health, safety and welfare of the community.
  - Any building renovations to be completed under the auspices of a Price City Building Permit.
- Completion of a written agreement between Halo's and Horns, David Lee Whitmore, and Price City regarding the restriction of sales of items that may be considered illicit drug paraphernalia or that would subject the business to the provisions of the SOB ordinance finding that a clear and written record of approved land use matters mitigates the potential for future misunderstandings.
- No activity or operations that may be considered in violation of any state statute or local municipal rule, regulation or ordinance finding that legally operating businesses provide economic value to the community and increase commercial activity
- No on street parking finding that the ingress and egress from the parking lot is adjacent to an intersection and a blind vertical curve in Main Street. All parking to be maintained in the off street parking lot.
- No signage, other than window signage depicted in application authorized finding that no sign plan has been submitted for review. Any additional business signage must be submitted for review and consideration and possible approval prior to installation.
- Maintenance of all State of Utah and Southeastern Utah District Health Department permits, licenses and other requirements in good standing finding that properly licensed and permitted businesses protect the health, safety and welfare of the community.
- No conditions at the property or structure that violate the Price City Property Maintenance Code finding that properly maintained properties protect area property values and is consistent with the Price City General Plan.

**Price City Shall:**

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated.

**SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.**

Price City

Applicant:

By Robert Oliver, Planning Commission Chair

David Lee Whittemoore

**ATTEST:**

Sherrie Gordon, City Recorder

**“DRAFT”**

MINUTES OF PRICE CITY COUNCIL MEETING  
MEETING HELD ON APRIL 8, 2015, 5:00 p.m.

The Price City Council meeting convened in regular session on April 8, 2015, in the Price City Hall Council Chambers, Room 104 at 5:05 p.m.

Present: Mayor Joe L. Piccolo  
Councilmember Rick Davis  
Councilmember Wayne Clausing  
Councilmember Layne Miller  
Councilmember Miles Nelson  
Councilmember Kathy Hanna-Smith

Community Director, Nick Tatton  
Lisa Richens, Finance Director  
City Recorder, Sherrie Gordon

Others: Warren Benson

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING

**MOTION.** Councilmember Nelson moved to open the public hearing at 5:11 p.m. Motion seconded by Councilmember Miller and carried.

Nick Tatton stated this is the second CDBG public hearing for the project. CDBG money is available through the Association of Government through the Small Cities Program and Price City is the sponsoring entity. The project is funded for \$130,000. The CDBG funds will be used to replace the heating boilers, the hot water heaters and upgrade wiring and plumbing to code in 46 apartments at the Mountain View Elderly/Disabled Complex, 251 South 1600 East, Price, Utah.

Mayor Joe L. Piccolo opened the second public hearing for the CDBG program. Mayor Piccolo stated that this hearing was called to allow all citizens to provide input concerning the project that was awarded under the 2015 Community Development Block Grant Program. These funds will be used on behalf of the Housing Authority of Carbon County located at 261 South 1600 East. Nick Tatton stated Vic Staley from the Housing Authority of Carbon County notified him that he would not be able to attend the meeting. Mr. Tatton presented information regarding the proposed project. He reported that the project is to replace mechanical systems at one of the Housing Authority of Carbon County complexes.

Mayor Piccolo explained that the application was successful in the regional rating and ranking process and the Housing Authority of Carbon County was awarded \$130,000.00. Mayor Piccolo explained the project to those in attendance. The Mayor then asked for any comments, questions and concerns from the audience. The Mayor stated that copies of the capital investment plan are available if anyone would like a copy. No public comment was received from the attending public. There were no further comments.

**MOTION.** Councilmember Miller moved to close the public hearing at 5:23 p.m. Motion seconded by Councilmember Nelson and carried.

The meeting was adjourned at 5:24 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Miller.

APPROVED:

ATTEST:

\_\_\_\_\_  
Joe L. Piccolo, Mayor

\_\_\_\_\_  
Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting  
City Hall  
Price, Utah  
April 8, 2015 at 5:30 p.m.

Present:

Mayor Piccolo

Councilmembers:

Wayne Clausing

Rick Davis

Layne Miller

Miles Nelson

Kathy Hanna-Smith

Kevin Droic, Police Chief

Nick Sampinos, City Attorney

Gary Sonntag, Public Works Director

Nick Tatton, Community Director

Lisa Richens, Finance Director

Brett Cammans, Customer Service Director

John Daniels, Human Resources Director

Sherrie Gordon, City Recorder

Excused Absence:

Present: Warren Benson

1. Mayor Piccolo called the regular meeting to order at 5:30 p.m. He led the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT –  
Scott Pendleton, introduced himself. He is a new reporter with the Sun Advocate.  
Warren Benson introduced himself. He is with ETVT News.  
Logan Engar introduced himself and discussed his Eagle Scout project to install a Disc Golf Course at Pioneer Park and the Disc Golf Tournament being hosted by USU Eastern. The tournament will be held in conjunction with International Days.
4. COUNCILMEMBERS REPORT – The Councilmembers presented an update on the activities and functions in which they have participated since the last council meeting.
5. MEMORANDUM OF UNDERSTANDING between Price City, the Veterans of Foreign Wars and the American Legion - Consideration and possible approval of MOU.  
**MOTION.** Councilmember Davis moved to approve the MOU between Price City, the Veterans of Foreign Wars and the American Legion. Motion seconded by Councilmember Hanna-Smith and carried.
6. PUBLIC HEARING - To receive input on a request for sponsorship to the Black Diamond Legends PRCA Rodeo  
**MOTION.** Councilmember Clausing moved to open the public hearing at 6:10 p.m. Motion seconded by Councilmember Miller and carried.  
No public comment.  
Councilman Clausing suggested denying the request to re-opening the budget for funding this request but to instruct this group to contact Nick Tatton for the possibility of a \$500 sponsorship/advertising. Councilmember Hanna-Smith indicated that funding should be denied since no representatives from the rodeo attended the public hearing.  
**MOTION.** Councilmember Hanna-Smith moved to close the public hearing at 6:22 p.m. Motion seconded by Councilmember Miller and carried.

PLANNING AND ZONING COMMISSION - Mr. Tatton, Community Director, stated that due to the absence of a quorum present at the April 6, 2015 Planning and Zoning Meeting, Chairman Oliver suggested moving forward with a courtesy review of the action items for the benefit of the individuals and applicants present and listed on the agenda. No motions took place at this time. All action items will be placed on the next Planning and Zoning meeting scheduled for April 20, 2015 for final approval and ratification.

7. REAL PROPERTY PURCHASE REQUEST - Continued review and discussion regarding proposal by Kerry

Jensen to consider surplus and sale of real property located at approximately 850 North 100 East.

Nick Tatton stated the Planning and Zoning Commission reviewed the request. The Commission asked Mr. Jensen for additional information and to contact the property owners to the west to gauge their interest in participation in the purchase request and report back to the Commission at the next scheduled meeting on April 20, 2015. No action was taken. This is still under review and will potentially be presented to the City Council for consideration of a planning commission recommendation at the April 22, 2015 meeting.

8. CONDITIONAL USE PERMIT-

- a. SKIN ART, TATTOO, PIERCING LAND USE. Consideration and possible approval of a skin art, tattooing and piercing land use located at 585 East Main Street within the Commercial 1 (C-1) zoning district called Halo's and Horns, David Lee Whittemoore.

Nick Tatton provided the information to Council. Action will be taken by the Planning and Zoning Committee on April 20, 2015. This will be brought back to Council on April 22, 2015 meeting.

CONSENT AGENDA – Councilman Nelson moved to approve consent agenda items 9 through 16 with item 14 to be struck from the agenda. Motion seconded by Councilmember Miller and carried.

9. MINUTES

- a. March 25, 2015 Price City Council Meeting
- b. April 3, 2015 Price City Council Workshop

10. BID AUTHORIZATION AND NOTICE TO PROCEED. Consideration and possible approval to award bid schedule 1 and bid schedule 3 for the Bryner House Museum to Nelco Construction. Bid schedule 2 will be completed by volunteers.
11. ANNUAL ADVERTISING AGREEMENTS. Consideration and possible approval of annual advertising agreements between Price City and the Sun Advocate, Castle Country Radio and Emery Telcom.
12. ACCEPT PROPOSAL FOR WORKERS COMPENSATION INSURANCE- Consideration and possible approval to accept the proposal from Utah Local Governments Trust (ULGT) for the subject insurance along with ancillary safety services and authorize Mayor and staff to implement the same. Ref - Attached memo to City Council dated March 31, 2015
13. UTAH POWER & LIGHT EASEMENT—Approval of Quit-Claim Deed releasing the City's interest in an easement from 1937 for an electrical service line near the intersection of Airport Road and Main Street. This easement no longer reflects the current, existing infrastructure and will not work with the proposed future development. Abandoning this easement is necessary for the development of this parcel.
14. WELLS FARGO AND FIRST DATA AGREEMENTS - Authorization for the Mayor to sign equipment lease agreement with First Data Global Leasing for a stand alone unit for remote credit card transactions and to sign Wells Fargo merchant processing agreement for associated wireless and credit card processing fees.  
This item was struck from the agenda.
15. BUSINESS LICENSES - Authorization to approve business licenses for Breanna's, Breanna Reid, 565 Eastridge Drive. KUYA Business Solutions, Adam Anderson, 328 North 300 East. Jeff Passarella, 98 North 400 East. Beauty & Scents, Kathryn Jensen, 375 South Carbon Avenue.
16. TRAVEL REQUESTS –  
Sergeant Tracy Allred and Sergeant Brandon Sicilia, Employee Discipline and Administrative Procedures Police Officer Standards and Training, April 26-29, 2015, St. George, UT.  
Sergeant Kelly Maynes, Supervisory and Leadership Course Police Officer Standards and Training, May 31-June 5, 2015, St. George, UT.  
Gary Sonntag, Joint Highway Committee Meetings, April 23-24, 2015, St. George, UT. and Utah LTAP Traffic Control Supervisor Renewal Class, May 5-6, 2015, Logan, UT.

17. COMMITTEES – Updates presented.
  - a. WATER RESOURCES
  - b. EMERGENCY PLANNING
  - c. COMMUNITY PROG.-CULTURE CONNECTION
  - d. POWER COMMITTEE
  - e. INTERNATIONAL DAYS

18. UNFINISHED BUSINESS

- a. Recycling – Councilmember Davis will attend a meeting on April 9, 2015.

The regular City Council meeting adjourned at 6:42 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Miller.

APPROVED:

ATTEST:

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Joe L. Piccolo, Mayor

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Sherrie Gordon, City Recorder

## SINGLE EVENT PERMIT

### Local Consent

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

**AUTHORITY:** Utah Code 32B-9-201

PRICE MUNICIPAL CORPORATION

\_\_\_\_\_, [ ☒ City [    ] Town [    ] County  
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: HELLENIC ORTHODOX CHURCH ASSUMPTION OF PRICE UTAH

Event Name: GREEK FESTIVAL DAYS

Event location address: 61 S 200 E PRICE, UT 84501  
street city state zip

On the 10TH AND 11TH day(s) of JULY, 2015  
dates month year

during the hours of 11:00 AM TO 11:59 PM, pursuant to the provision of Utah Code 32B-9.  
defined hours from – to

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date



## MEMORANDUM

TO: Mayor and City Council

FROM: John Daniels 

*Distributed electronically via email by  
JR Daniels 04/08/2015*

DATE: April 8, 2015

SUBJECT: Career Ladder Promotion: Trevor Lindt

Sam White recommends Trevor Lindt be promoted from Water Sewer Treatment Operator I to Water Sewer Treatment Operator II.

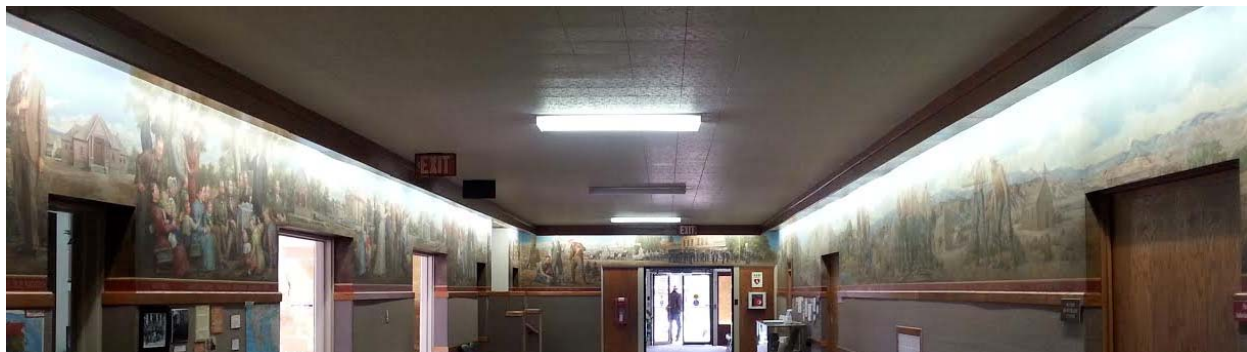
In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Gary Sonntag. The Finance Director confirmed the promotion is budgeted. Based on my review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion. The completed form and supporting documentation is available for review in my office.

The promotion will be on the agenda for the City Council Meeting scheduled for April 22, 2015. If you have any questions please contact Sam, Gary, or me.

Cc Sam White  
Bill Wardle  
Gary Sonntag  
Lisa Richens

# FACL, Inc.

FINE ART CONSERVATION LABORATORIES  
P.O. BOX 23557  
SANTA BARBARA, CA 93121  
(805) 564-3438 FAX (805) 568 1178  
faclartdoc@gmail.com  
www.fineartconservationlab.com



Lynn Faucett Murals  
Price, Utah - City Hall

Bret Cammans  
City of Price Utah  
Price Municipal Corporation  
IT and Customer Service Manager  
Desk 435-636-3164  
[bretc@priceutah.net](mailto:bretc@priceutah.net)  
[www.pricecityutah.com](http://www.pricecityutah.com)

On April 8, 2015 I examined the murals on site to determine their condition and any issues they may have. The following are the points of interest:

1. There is a general even layer of grime on the surface. **A surface cleaning will make the murals look their best.**
2. An older varnish was unevenly applied but is not overly noticeable. It is also of a satisfactory color and transparency. Old varnish removal is not recommended. **A new varnish layer over the top of the existing layers will make the colors look their best and it will even out the older varnish.** The new varnish should be somewhat matt.
3. Many of the areas of touch up, historically recorded as having been done by the artist in the early 1960's, have turned color or shifted color as they have aged. These areas look uneven and blotchy. Since they were done by the original artist (and they were probably done in oil paint and have hardened significantly) they can now be considered part of the original mural's paint layers. Therefore removal of previous retouchings is not recommended; **retouching or glazing of the old retouchings will blend them in better.**
4. In the past, areas of detachment of the canvas from the mural have resulted in cracking patterns in the paint. These areas were previously stabilized. One area over a door requires more complete treatment. **Consolidation of detached canvas is recommended over the one door.**
5. Several areas of drips patterns are visible in several areas of the murals. **These areas need to be evened out and eliminated with inpainting and varnish.**
6. The mural conservation process is always of great interest to the public. We offer several ways to **help the City of Price to leverage this project for public outreach:**



- a. The city may invite school classes, private clubs and organizations to visit during the work and FACL will be happy to discuss *the art conservation process* (a general historical review of the history of Price should be prepared by someone else).
  - b. FACL will make a video of the art conservation process and set up a web page. This will enable school classes to teach the stories and lessons depicted in the murals and include the educational video as a point of interest.
  - c. FACL will cooperate with news and other media with coverage.
  - d. After art conservation treatments, FACL will provide high resolution jpg images for future use by the City.
  - e. We are open to help the City any way we can to “get mileage” out of this project and to benefit the City.
7. **FACL will provide appropriate liability insurance coverage** and hold harmless-blameless the City and all desired third parties the City wishes to list.
  8. **FACL will write up a mural maintenance outline** for the City’s facilities dept. for future reference
  9. **A final written report** listing and processes and all materials utilized during treatments will be submitted by FACL to the City within 30 days after the final payment has been received. Included the reports will be before-during-after jpg format digital photos and video clips etc.

We expect the on-site mural conservation treatments and processes outlined above to require approximately a one week timeline, some time after August 2015. **All travel expenses, materials, labor, insurances etc required will cost \$ 25,126.00.** Payment will be made in two parts: ½ - 2 weeks before commencement as a mobilization fee (non refundable) and ½ as the final billing, processed immediately upon completion of project and paid within 5 business days.

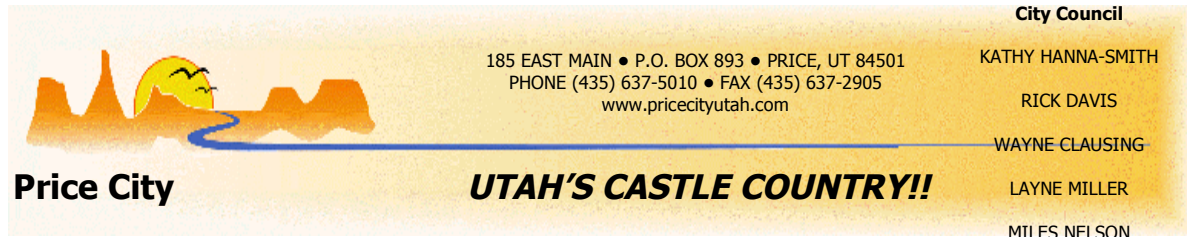
The City of Price will be required:

1. to empty, store and re-install all cases and furniture in the building’s entry/mural room,
2. the scheduling of time for the use of toxic materials (varnish) so as not to expose other workers in the building or the public,
3. if the City requires air circulation or evacuation during the work then the City will provide air movement and/or evacuation equipment,
4. the City will provide scaffolding as designated by FACL, Inc. (rolling scaffolding tower)
5. the City will include mention of the project on the City’s website and link to the website of FACL, Inc. FACL will provide material as requested.
6. Parking will be provided.
7. Secure storage of supplies will be provided.
8. No special permits are required (nor included in this proposal).
9. A contractor’s license will not be required (none exists in Art Conservation)
10. No fees will be withheld or held back by the City from the mobilization billing or the final billing.
11. No bond will be required by the City

**The expected final result of this project** will be an efficient, professional work ethic by FACL and flexibility to the City’s needs. The long term preservation and the appearance of the mural will be of the highest quality and should last for generations, given no adverse situations. FACL intends to address all the needs of the City as communicated by Bret Cammans.

Scott M. Haskins, Art Conservator, Pres. FACL, Inc.

**Mayor**  
JOE L PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Community Director**  
NICK TATTON  
**City Recorder**  
SHERRIE GORDON  
**Public Works Director**  
GARY SONNTAG



**City Council**  
KATHY HANNA-SMITH  
RICK DAVIS  
WAYNE CLAUSING  
LAYNE MILLER  
MILES NELSON

**PRICE CITY  
CITY COUNCIL MEETING  
AGENDA DOCUMENTATION**

Preparation Date: 4-61-15	Submitting Department: Community Development
Meeting Date: 4-22-15	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Annual Advertising – AJB Broadcasting	

Subject:	Annual Advertising – AJB Broadcasting
Purpose Statement:	Approximately 11 years ago the city began contracting for annual payments rather than individual ads weekly and monthly.
Background &/or Alternatives:	The arrangement provides for a financial cost savings and a time and effort for processing payments savings. Over the years the cost of the contact(s) have not increased substantially and represented a relatively large discount rate. It is estimated that without the contract the 2015-2016 direct cost increase would be approximately \$12,000. It is also estimated that approximately \$4,700 in time and effort efficiencies are realized by Price City. It is estimated that Price City will receive over \$16,000 in complimentary and matched advertising, maintain advertising costs at a base level.
Attachments:	Copy of annual contracts: (1) AJB Broadcasting.
Fiscal Impact:	<u>\$34,000, budgeted annually for all advertising, including AJB for \$5,000.</u>
Staff Impact:	None beyond present activities.
Legal Review:	Mr. Sampinos has reviewed the contracts for the year and approved as to form.
Recommendation:	It is the recommendation of staff to authorize the contracts.
Suggested Motion(s):	<ol style="list-style-type: none"> <li>1. Move to authorize an AGREEMENT TO ESTABLISH AN ANNUAL PAYMENT FOR RADIO ADVERTISING BETWEEN PRICE MUNICIPAL CORPORATION (PRICE CITY) AND AJB BROADCASTING RADIO STATION(S).</li> <li>2. Move to authorize the Mayor and City Recorder to sign the agreements on behalf of Price City.</li> <li>3. Move to authorize staff to deliver the agreements to AJB Broadcasting for concurrence on their respective parts.</li> <li>4. Move to authorize payment of the contract amounts, to be paid to AJB Broadcasting on 7-1-2015.</li> </ol>
Other Comments:	None.

**AGREEMENT TO ESTABLISH AN ANNUAL PAYMENT FOR RADIO ADVERTISING BETWEEN PRICE MUNICIPAL CORPORATION (PRICE CITY) AND AJB BROADCASTING, LLC., KUSA/KASL RADIO STATIONS.**

**Parties to the Agreement**

The parties to this agreement are Price Municipal Corporation (Price City), having an address of 185 East Main Street, Price, Utah 84501 and AJB Broadcasting, LLC dba (KUSA/KASL Radio Stations), having an address of 6<sup>th</sup> East Main Street, Price, Utah 84501.

**Agreement Background Information**

Price City and the KUSA/KASL Radio Stations are interested in lowering the transaction costs associated with regular and ongoing radio advertising needs of Price City as placed on KUSA/KASL Radio Stations. As many transactions are completed each month, an annual billing and payment process will reduce the transaction costs to both Price City and KUSA/KASL Radio Stations.

**Terms of the Agreement**

To determine the annual payment to be made by Price City to KUSA/KASL Radio Stations the parties shall use, in part, the average of the billings generated over the previous thirty-six (36) months and other negotiations. The payment for fiscal year 2015-2016, to be made on July 1<sup>st</sup>, 2015, will be \$5,000.00.

The term of this Agreement will begin on July 1<sup>st</sup>, 2015 and terminate on June 30, 2016.

Price City will purchase advertising services from KUSA/KASL Radio Stations during the term hereof in accordance with the schedule below. Changes in the scope of services to be purchased may occur to accommodate shortages or overages in any one line item. AJB Broadcasting will provide updates regularly to Price City, on a weekly or monthly basis, as advertising placements occur. AJB Broadcasting will coordinate directly with Price City departments as needed under the auspices of this agreement and report such activity as indicated above.

<b>Estimated Advertising Item/Element</b>	<b>Estimated Annual Cost Allocation</b>
International Days Advertising	<b>\$500.00</b>
Culture Connection Event Advertising	<b>\$1,200.00</b>
Price City Desert Wave Pool Advertising	<b>\$1,000.00</b>
Price City Library Advertising	<b>\$1,000.00</b>
Public Notices and Classified Type Advertising	<b>\$500.00</b>
Special Announcements & Other Incremental Advertising	<b>\$800.00</b>
<b>TOTAL</b>	<b>\$5,000.00</b>

Exceptions to the foregoing include but are not limited to special circumstances and unforeseen advertising needs. All costs associated with unforeseen radio advertising needs will be specifically approved and agreed upon in advance by Price City and KUSA/KASL Radio Stations. It is understood that KUSA/KASL Radio Stations shall match Price City advertising that is purchased under the terms of this agreement on a one to one basis. Example: for each advertisement purchased by Price City KUSA/KASL Radio Stations shall provide free of charge one advertisement for the benefit of Price City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Joe L. Piccolo, Mayor  
Price City

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Sherrie Gordon, City Recorder

\_\_\_\_\_  
Corina Otani, General Manager  
AJB Broadcasting, LLC.

\_\_\_\_\_  
Date

## AGREEMENT

### (International Days Celebration Audio/Visual Services)

THIS AGREEMENT is made and entered into by and between PRICE CITY, a municipal corporation of the State of Utah, having an address of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "City", and Breinholt's Horizon Audio LLC whose mailing address is P.O. Box 226, Price, Utah 84501, hereinafter referred to as "Contractor".

WHEREAS, City desires to engage the services of Contractor to provide audio/visual services for the International Days Celebration 2015 to be held on Thursday, July 30, 2015 through Saturday, August 1, 2015; and

WHEREAS, Contractor has certain skills, experience and background training, which are required to perform the said services; and

WHEREAS, Contractor is desirous of performing services in conjunction with Price City and the Price City International Days Committee, under the direction of the Chairperson.

NOW, THEREFORE, City and Contractor, in consideration of their mutual covenants, herein agree with respect to the performance of services necessary to complete the services by Contractor and the payment for those services by City as set forth below:

Section 1. Scope of Work. Contractor shall provide services to City as set forth in the City's Request for Proposals, the International Days Audio/Visual Services Provider Minimum Qualifications and Responsibilities, and the Contractor's response thereto, dated 4-16-2015, 2015, all of which are attached hereto and by this reference are made part hereof.

Section 2. Term. The term of this Agreement shall be for a period of one (1) year from the date it is signed by all parties. At the discretion of City, this Agreement may be renewed for two additional one (1) year periods upon mutual agreement of City and Contractor.

Section 3. Payments. In consideration for the services to be provided by Contractor, the City agrees to pay Contractor in the manner as set forth in Exhibit "A", which is attached hereto and by this reference is made a part hereof.

Section 4. Termination. The terms of this Agreement shall be binding upon the parties hereto. This Agreement may be terminated under any or all of the following conditions:

1. By mutual written agreement and consent of the parties hereto.
2. By City as a consequence of the failure of the Contractor to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of Contractor.

3. By either party, upon failure of the other party to fulfill its obligations as set forth in this Agreement.

In the event of termination of this Agreement because of any of the above, Contractor shall be paid for work performed in a satisfactory manner prior to Contractor's receipt of written notice of termination.

Section 5. Insurance and Bonds. Contractor must have insurance according to the specifications set forth in Exhibit "B", which is attached hereto and by this reference is made a part hereof.

Section 6. Independent Contractor. While in the performance of providing the services outlined herein or carrying out other obligations under this Agreement, Contractor shall be acting in the capacity of Independent Contractor and not as an employee of City (unless Contractor is already an employee of Price City). City shall not be obligated to any person, firm, corporation or other entity for any obligation of Contractor arising from the performance of services under this Agreement. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties.

Contractor shall, at all times, remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers compensation insurance, as Contractor is an Independent Contractor.

Section 7. Contract Execution. This Agreement represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by both parties hereto.

Section 8. Fiscal Funding. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City Council. If the City Council fails to appropriate sufficient funds to provide for the continuation of the contract, this Agreement shall terminate.

Section 9. Indemnification. To the fullest extent of law, Contractor shall protect, defend, indemnify and hold City, its elected and appointed officials, agents and employees harmless from and against any and all claims, demands, judgments, fines, suits, actions or causes of liability which may arise in favor of any person(s) or entity on account of illness, disease, property damage, loss of property, services, wages, death or personal injury resulting from the operations contemplated by this Agreement, including payment of all reasonable expenses and attorney's fees incurred by City in establishing the right to indemnity pursuant to this Agreement.

Section 10. Notices. Any communication to be given hereunder by either party to the other shall be deemed duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid, with a return receipt requested as follows:

To City: Price City  
Attn: Sherrie Gordon, City Recorder  
185 East Main Street  
P.O. Box 893  
Price, Utah 84501

To Contractor: Neil Breinolt  
Breinholt's Horizon Audio LLC  
P.O. Box 226  
Price, Utah 84501

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this paragraph.

Section 11. Severability. The parties to this Agreement understand and agree that the provisions herein shall be governed by the laws of the State of Utah.

Section 12. Discrimination Clause. Contractor hereby agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act or discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original form as of this \_\_\_\_ day of \_\_\_\_, 2015.

PRICE CITY

By: \_\_\_\_\_  
Joe L. Piccolo

Attest:

\_\_\_\_\_  
Sherrie Gordon, City Recorder

CONTRACTOR:

By: Neil Breinholt  
Its: Owner/Operator

Approved as to form:

\_\_\_\_\_  
Nick Sampinos, Attorney for Price City

EXHIBIT "A"

Payments to Contractor

Total cost for complete Three Day Package	\$5,900.00
Non-Profit and Municipal Donation	<u>-1,500.00</u>
Total Cost	\$4,400.00



CS FILE COPY  
**LOCAL GOVERNMENT CONTRACT**

STATE OF UTAH  
LOCAL GOVERNMENT  
ENGINEERING SERVICES  
2013-2016 LG POOL (DIRECT SELECT)  
COST PLUS FIXED FEE

CONTRACT NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_  
TRACKING NO. \_\_\_\_\_

Project No.: F-LC07(14)  
PIN Description: 1900 East Price Phase I: Airport Road to 300 No.  
FINET Prog No.: 5433013C  
PIN No.: 7162  
Work Discipline: Construction Engineering Management

1. **CONTRACTING PARTIES:** This contract is between Price City, referred to as LOCAL AUTHORITY and  
  
Jones & Demille Engineering, Inc  
1535 South 100 West  
Richfield, UT 84701  
  
Legal Status of Consultant: For Profit Corporation  
  
Fed ID No.: 87-0377962  
  
referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as  
DEPARTMENT.
2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to  
complete the work required in the suggested time frame and the CONSULTANT is professionally qualified  
and willing to assist the LOCAL AUTHORITY with Construction Engineering Management services as  
further described in Attachment C.
3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate January 29, 2016, unless otherwise  
extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$76,887.71 for costs authorized by  
this Contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**  
Attachment A – Certification of Consultant and Local Authority  
Attachment B – Standard Terms and Conditions  
Attachment C – Services Provided by the Consultant  
Attachment D – Fees  
Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the  
parties sign and cause this contract to be executed.

**CONSULTANT - Jones & Demille Engineering, Inc**

**LOCAL AUTHORITY - Price City**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**UTAH DEPARTMENT OF TRANSPORTATION**

**DEPARTMENT Comptroller's Office**

By: \_\_\_\_\_  
Title: Engineer for Preconstruction Date \_\_\_\_\_

By: \_\_\_\_\_  
Title: Contract Administrator Date \_\_\_\_\_



## CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Jones & Demille Engineering, Inc and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

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## CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of Price City and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT  
ENGINEERING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

10. **HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

11. **PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

#### 14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**

**MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

#### 15. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
17. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:
  - (a) Mutual agreement of the parties; in writing and signed by the parties.
  - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
  - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
  - (d) Upon satisfactory completion of required contract services.



On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

- 26. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
- 27. ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

- 28. REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 29. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 30. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website [www.udot.utah.gov/go/rowprojectwiseguide](http://www.udot.utah.gov/go/rowprojectwiseguide). (Provision revised September 30, 2013.)
- 31. GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
- 32. WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at [www.udot.utah.gov/go/qcqa](http://www.udot.utah.gov/go/qcqa) which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (*Provision revised February 12, 2014.*)

33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

34. **IF THIS CONTRACT IS FOR DESIGN:**

- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
- (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website [www.udot.utah.gov/go/pdnpdn](http://www.udot.utah.gov/go/pdnpdn), which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)

35. **IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**

- (a) **Construction Administration**  
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
- (b) **Materials Testing and Inspection**  
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
- (c) **Acceptance Testing/Inspection**  
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
- (d) **Independent Assurance Testing**  
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**  
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**  
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

**36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL**

**CONSTRUCTION:** In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

**40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

The Consultant will act as Resident Engineer in behalf of the UDOT during the construction of this project. The Consultant will provide control over the Project as described in the current UDOT Construction Manual of Instruction. The consultant will provide the following work activities: Preconstruction Review, Construction Engineering Mgmt, Project Administration, Field Inspection, Materials Testing, Public Involvement, Process QC/QA, and Contract Closeout.

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment pages 2 through 9:

- (a) Approval Memo
  - (b) Executive Summary
  - (c) Detailed Work Plan
  - (d) Personnel/Staffing Plan
  - (e) Schedule
- (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by January 29, 2016.
  - (2) Project/Contract Period: The project/contract will terminate January 29, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



# UDOT Consultant Services Contract Approval Memo

Memo Printed on: April 14, 2015 3:03 PM



**PM Approval Date:** April 10, 2015

**UDOT PM:** Clayton Wilson

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

## PROJECT INFORMATION

**PIN:** 7162  
**Project No.:** F-LC07(14)  
**Job/Proj:**  
**PIN Description:** 1900 East Price Phase I: Airport Road to 300 No.

## CONTRACT INFORMATION

**CS Admin:** Michael R. Butler  
**Contract No.:** New Construction Engineering Management  
**Mod No.:**  
**Expiration Date:** January 29, 2016  
**Contract/Mod Amount:** \$76,887.71  
**Fee Type:** COST PLUS FIXED FEE  
**Selection Method:** POOL - GE / LG (DIRECT SELECT)  
**Period:** 2013-2016 GE / LG  
**Phase:** CONSTRUCTION ENGINEERING  
**Disciplines:** CONSTRUCTION ENGINEERING MANAGEMENT

## CONTACTS

Consultant	Local Government
JONES & DEMILLE ENGINEERING, INC	Price City
Lyndon Friant	Russell Seeley
1535 SOUTH 100 WEST	185 E MAIN
RICHFIELD, UT 84701	PO BOX 893
	PRICE, UT 84501-0893
	(435) 637-5010
	RUSSELLS@PRICEUTAH.N



Michael Butler <michaelbutler@utah.gov>

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## Local Government Approval ~ Project No. F-LC07(14) / PIN 7162

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Russell Seeley <russells@priceutah.net>  
To: Michael Butler <michaelbutler@utah.gov>

Tue, Apr 14, 2015 at 3:10 PM

I am ok with the contract and I understand the limits are sufficient.

Thanks,

Russell L. Seeley, P.E., C.F.M.

Price City Engineer

432 West 600 South

Price, Utah 84501

(435) 637-5010

www.priceutah.net

On Tue, Apr 14, 2015 at 3:09 PM, Michael Butler <michaelbutler@utah.gov> wrote:

RE: Project No. F-LC07(14) / PIN 7162  
1900 East Price Phase I; Airport Road to 300 North

Russell,

I have received the necessary documents to put the above contract together from Jones and Demille. However, before the contract can be compiled, please review the attached document and reply to this email stating that Price City is aware/okay with the contract being put together. Once that approval is received I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge that Price City is aware of UDOT's contract limits for pool contracts. The limit for the total contract amount is \$150,000.00 for the life of the contract, including any and all future modifications.

A simple email back that you are okay with the contract AND you understand the limits is sufficient. Please respond to both requirements in the responding email back.

You may also just sign the attached document and return since it has all the needed information.

Thanks,

Mike

Mike Butler  
Contract Administrator  
(Consultant)  
UDOT Consultant Services  
4501 South 2700 West  
PO Box 148490  
Salt Lake City, UT 84114-8490  
michaelbutler@utah.gov  
801-965-4419 phone  
801-815-4367 cell

Attachment C 3 of 9



## ***JONES & DEMILLE ENGINEERING, INC***

*Prime*

### **UDOT Executive Summary**

Contract Number:	NEW	Mod:		
Project Number:	F-LC07(14)	PIN:	7162	UDOT Primary Contact: Clayton Wilson
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.			

### **Brief Description**

This project includes the construction engineering/management for the Price 1900 East Airport Road to 300 North project. The consultant team will do all the materials testing, construction management, and documentation for the project to be in accordance with the UDOT and FHWA construction standards.

### **Project Team**

No Subconsultants

### **Assumptions**

It is assumed that the project will run for 50 calendar days as a possible bid amount days by the contractor.

### **Phasing**

None

### **Fee Type**

Cost plus fixed fee

## ***JONES & DEMILLE ENGINEERING, INC***

*Prime*

### **UDOT Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-LC07(14)	PIN:	7162	UDOT Primary Contact:	Clayton Wilson
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.				

#### **Activity: 85C**

##### **85C Pre-Construction Review**

Consultant will participate in a PS&E Review which will include a plan review of the specifications and quantities. Once project is advertised, consultant will coordinate any utility and right of way needs for the project. As the project is advertised, the consultant will participate in advertising activities that will include contractor calls about the project, conduct a pre-bid meeting if specified. After the project has been awarded, a pre-construction and partnering meeting will be held with the project team.

#### **Activity: 87C**

##### **87C Construction Management**

Consultant will effectively manage the project according to the UDOT Construction Manual of Instructions. This includes all necessary change orders, RFI's, weekly coordination and partnering meetings, utility and ROW coordination, submittal reviews, claims review if applicable, and public involvement coordination. Once the project is complete, consultant will conduct a final inspection to determine substantial completion as well as physical completion. At which time the survey as built drawings will be verified and conduct the project closeout review to verify all project requirements have been met.

#### **Activity: 89C**

##### **89C Project Administration**

Consultant will fulfill all project documentation requirements according to specification and the UDOT Construction MOI. This includes set up and maintain files in ProjectWise, Project Accounting in PDBS for all partial pay estimate and status of contract time. QC/QA procedures will be followed to verify all project certification is complete, which includes certifying items of work, civil rights requirements of employee interviews, EEO/labor compliance as well as DBE requirements. In addition to this, sub contract will be verified and payroll entries from the contractor verified.

**Activity: 91C**

## 91C Field Inspection

Consultant will monitor items of work so as to be completed according to the plans and specifications. This includes grade and survey verification, field testing requirements, environmental compliance. Consultant will complete a daily inspection reports, any field materials inspection reports, visual inspection reports verifying completed work. Traffic control and MOT will be monitored and documented verifying traffic control plan is followed.

**Activity: 93C**

## 93C Materials Testing

Consultant will conduct all QA acceptance testing for all items of work in accordance to the project plans and specifications. Testing will also be done in accordance to the minimum sampling and testing guide. These items of work include all documentation of testing results, internal QC of test reports, and coordination with the RE as needed.

**Activity: 95C**

## 95C Public Involvement

Consultant will coordinate with project stake holders to update them on the status and schedule of the project. This will be done in conjunction with public meetings as necessary, coordination with UDOT PI personnel and coordination with the contractor.

**Activity: 97C**

## 97C QC/QA Control

Consultant will conduct internal and external reviews and audits. Coordinate reviews with UDOT and FHWA staff as requested. Internal process reviews will be conducted prior to contractor payment process, make sure all project requirements have been completed.

**Activity: 99C**

## 99C Construction Closeout

Consultant will complete all final forms and ready the project for final processing of materials and contract review with the UDOT contract specialist.

## UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC07(14)	PIN:	7162
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		
	UDOT Primary Contact: Clayton Wilson		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
MONROE, KARY	PRINCIPAL/PLS	H.S.	UT-164561	2	\$50.00	\$50.00	NTP
FRIANT, LYNDON	P.E.	B.S.	UT-362124	170	\$42.00	\$42.00	NTP
UTLEY, BRUCE	CLERICAL	H.S.		175	\$38.00	\$38.00	NTP
SCHAUGAARD, DAN	FIELD ENGINEER	B.S.		145	\$32.00	\$32.00	NTP
GOSSARD, STEVEN	LAB SUPERVISOR	H.S.		80	\$29.50	\$29.50	NTP
BARNEY, TERRY	MATERIALS LAB	H.S.		40	\$27.00	\$27.00	NTP
NIELSEN, GARY	SURVEYOR/INSPECTOR	H.S.		245	\$24.00	\$24.00	NTP
BARTON, KOY	OFFICE SUPPORT	HIGH SCHOOL		20	\$9.50	\$9.50	NTP
Total Hours for JONES & DEMILLE ENGINEERING, INC:				877			

## UDOT Staffing Plan

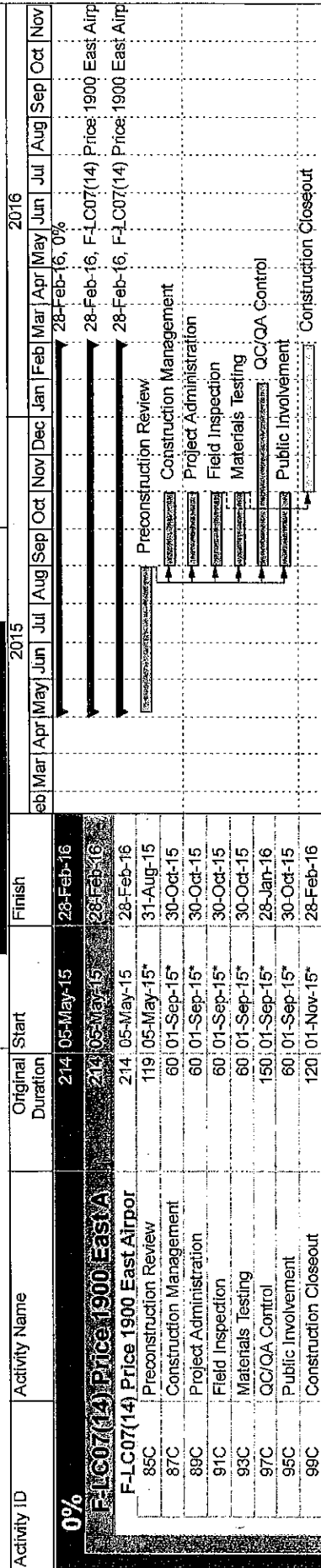
Contract Number:	NEW	Mod:	
Project Number:	F-LC07(14)	PIN:	7162 UDOT Primary Contact: Clayton Wilson
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		





## Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
FAWCETT, COLLIN	P.E.	BS	UT-4857300	0	\$35.00	\$35.00	NTP
JENSEN, BARTLEY	INSPECTOR	H.S.		0	\$30.50	\$30.50	NTP
TAYLOR, TOM	INSPECTOR	H.S.		0	\$27.00	\$27.00	NTP
LEE, JOSEPH	INSPECTOR	H.S.		0	\$26.50	\$26.50	NTP
RAPPEYE, MARK	INSPECTOR	A.S.		0	\$26.50	\$26.50	NTP
RAPPEYE, MARIDON	ACCOUNTING	H.S.		0	\$26.25	\$26.25	NTP
EPLING, LORI	CLERICAL			0	\$25.25	\$25.25	NTP
MERCHANT, WALT	INSPECTOR	H.S.		0	\$25.25	\$25.25	NTP
JULANDER, DAVID	INSPECTOR	H.S.		0	\$25.00	\$25.00	NTP
SNOW, STACEY	CLERICAL			0	\$21.50	\$21.50	NTP
SPWORTH, SHANNON	CLERICAL			0	\$19.75	\$19.75	NTP
SPENDLOVE, CLAYSON	LAB TECH	H.S.		0	\$19.25	\$19.25	NTP
SNK, CHELSY	CLERICAL			0	\$18.50	\$18.50	NTP
SPWBY, HEATHER	ADMINISTRATIVE ASSISTANT	H.S.		0	\$16.00	\$16.00	NTP
SPPLEYE, JALEE	CLERICAL	A.S.		0	\$15.50	\$15.50	NTP

**Jones & DeMille  
Engineering**

## Construction Management



 Actual Work      Critical Remaining Work  
 Remaining Work      Milestone

Page 1 of 1

### Anticipated Work Schedule

## FEES

**COST PLUS A FIXED FEE  
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 148.72% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$6,974.11. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

- 2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
- 3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
- 4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$76,887.71. Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 5.



## UDOT Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC07(14)	<b>PIN:</b>	7162
<b>UDOT Primary Contact:</b>	Clayton Wilson		
<b>PIN Description:</b>	1900 East Price Phase I: Airport Road to 300 No.		

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BARNEY, TERRY	MATERIALS LAB	40	\$27.00	\$1,080.00
BARTON, KOY	OFFICE SUPPORT	20	\$9.50	\$190.00
FRIANT, LYNDON	P.E.	170	\$42.00	\$7,140.00
GOSSARD, STEVEN	LAB SUPERVISOR	80	\$29.50	\$2,360.00
MONROE, KARY	PRINCIPAL/PLS	2	\$50.00	\$100.00
NIELSEN, GARY	SURVEYOR/INSPECTOR	245	\$24.00	\$5,880.00
SCHAUGAARD, DAN	FIELD ENGINEER	145	\$32.00	\$4,640.00
UTLEY, BRUCE	CLERICAL	175	\$38.00	\$6,650.00
Total Hours:		877		
Total Direct Labor:				\$28,040.00
Overhead:			148.72%	\$41,701.10
Total Direct Labor plus Overhead:				\$69,741.10
Fixed Fee:			10.00%	\$6,974.11
Burdened Labor Cost:				\$76,715.21

Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
PERSONAL MILEAGE REIMBURSEMENT	MILE	300.0	\$ .575	\$172.50
Total Other Direct Charges:				\$172.50
Total Contract Cost:				\$76,887.71

## UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC07(14)	PIN:	7162
PIN Description:	UDOT Primary Contact: Clayton Wilson		

Employee Name	85C	87C	89C	91C	93C	95C	97C	99C	Total
MONROE, KARY	2	0	0	0	0	0	0	0	2
FRIANT, LYNDON	20	50	50	0	0	0	10	40	170
UTLEY, BRUCE	15	50	50	0	0	0	10	50	175
SCHAUGAARD, DAN	15	0	0	100	0	10	0	20	145
GOSSARD, STEVEN	0	0	0	0	80	0	0	0	80
BARNEY, TERRY	0	0	0	0	40	0	0	0	40
NIELSEN, GARY	5	0	0	220	0	0	0	20	245
BARTON, KOY	0	0	0	0	20	0	0	0	20

## UDOT Hours Derivation

Contract Number:	NEW	Mod:								
Project Number:	F-LC07(14)	PIN:	7162							
UDOT Primary Contact: Clayton Wilson										
PIN Description:										
	85C	87C	89C	91C	93C	95C	97C	99C		
Firm Activity Totals:	57	100	100	320	140	10	20	130		
	85C	87C	89C	91C	93C	95C	97C	99C		
Transaction Activity	57	100	100	320	140	10	20	130		
Totals:										

**Insurance**

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

<b>Insurance</b>	<b>Waived</b>	<b>Expiration Date</b>	<b>Insurance Carrier</b>	<b>Policy Number</b>	<b>Each Occurrence Limit</b>	<b>General Aggregate Limit</b>	<b>Additional Endorsement</b>
AUTOMOBILE LIABILITY	N	10/1/2015	TRAVLERS PROPERTY CAS. OF AM.	BA6977L470	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	10/1/2015	TRAVELERS INDEMNITY COMPANY	CUP7979Y991	\$5,000,000	\$5,000,000	N
GENERAL LIABILITY	N	10/1/2015	TRAVLERS INSUR. CO OF AMERICA	6806975L624	\$1,000,000	\$2,000,000	Y
PROFESSIONAL LIABILITY	N	10/1/2015	XL SPECIALTY INSURANCE CO	DPR9717726	\$2,000,000	\$2,000,000	N
WORKERS COMPENSATION	N	10/1/2015	TRAVLERS CAS. INS CO OF AMERIC	UB3316T916	\$1,000,000	\$0	N

## **ACQUISITION ENGAGEMENT SCOPE**

April 16, 2015

Agent: Maurine Bachman  
Business: B2 Land Services, LLC dba All Aspects Real Estate  
Address: P.O. Box 520374

Phone: 801-550-8904  
Email: maurine.bachman@comcast.net

Client: Price City  
Address: 432 W 600 South  
Price, UT 84501

Coordinator: Russell Seeley  
Telephone: (435) 637-5010  
E-Mail: russells@priceutah.net

**UDOT Project No: F-LC07(14) PIN 7162**  
**Location: 1900 East Price Phase 1, Airport Rd to 300 North**

Dear Maurine:

This contract constitutes the agreement between the Price City and the acquisition agent Maurine Bachman (Agent). The Agent will provide the City, a completed administrative compensation estimate(ACE) and after approval of the ACE by the city a completed acquisition packet for each ownership identified in **Exhibit A**.

The Acquisition due date shall be as shown on Exhibit A

To be billed at the following rate:  
\$1,200.00 per parcel per acquisition  
\$ 400.00 per administrative compensation estimate

Total for this contract: Not to exceed \$16,000.00

1. The City will provide copies of the deeds, easement and right of way plans for each parcel. Agent will prepare an Administrative Compensation Estimate (ACE) using local sales of similar property. Agent will submit completed ACE's to the City for approval of Just Compensation. The Mayor or designated representative will sign the ACE's prior to Agent commencing negotiations.
2. The City will provide the Agent with an acquisition packet that contains the following material:
  - A. Approved Appraisal or Compensation Estimate,
  - B. Ownership Report
  - C. Copies of Deeds, Easements, etc.
  - D. Right of Way Map on each parcel
3. The Agent will contact each owner personally. For those owners out of state or those living in remote places, owners are to be contacted by registered mail. The Agent will present to the owner the

following:

- A. Brochure "Acquiring Property for Utah's Transportation System" and "Your Guide to Just Compensation: What to do when the Government wants to acquire your land."
- B. Offer to Purchase
- C. Ownership Report
- D. Statement of Just Compensation
- E. Right of Way Contract
- F. Deed(s) and/or Easement(s)
- G. Right of way map covering the parcels that need to be acquired on each subject ownership

3. It will be the Agent's responsibility to maintain the Agent's Log, which contains the date of each contact with the owner and a summary of each negotiation and conversation. The Agent will be responsible to follow Utah Department of Transportation procedures in any acquisition, which may be found on UDOT's website.

4. The Agent will be provided the necessary contracts and all other forms required in the acquisition process and will be responsible for completing these forms. If other information is needed, such as construction maps, etc. contact the lead agent. The Agent is authorized to negotiate based on the compensation value. If they cannot reach a settlement, contact the Coordinator for all other approvals. If the Agent is unable to settle with the property owner, the Agent shall return the acquisition file with a statement explaining why negotiations failed.

5. Any construction features agreed upon, other than those shown in the construction plans, must have approval by the City and must be included in the ROW contract.

6. The Agent's fee for work done pursuant to this agreement shall be billed at the rates outlined in this contract. The obligation to pay the Agent's fee is in no way conditional on the approved compensation value or the final negotiated amount. The Agent's fee includes all costs incurred by the agent in presenting the offer and concluding the negotiations. The amount does not include any testimony by the Agent at trial, deposition, hearing or pre-trial consultations. If the Agent fails to follow all these procedures as outlined or misrepresents the City, the Agent waives his/her rights to payment.

7. The final acquisition packet or condemnation must be completed and delivered to the City by 5:00 pm on the date shown in Exhibit A. The City may deduct a penalty of \$50.00 per day for each day the completed packet is delinquent. Completion delays beyond the control of the Agent or delays resulting from the actions of the City, shall require a re-negotiated due date. The Agent shall provide prompt written notice to the City of unexpected conditions or other reasons that might cause a delay. The due date for the relocation packet shall be negotiated. If the City directs the Agent to suspend or terminate the negotiation, the fee will be twenty percent (20%) of the agreed upon fee. All acquisition and relocation packets will be returned to the City.

If a tenant or lessee occupies the subject property under an agreement of leasehold interest, the Agent is required to have, both, the property and tenant/lessee sign the right of way contract.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Acquisition Agent

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

Approved as to Form: \_\_\_\_\_  
City Attorney

## **Exhibit A- April 16, 2105**

**(To Be Included on your Invoices with the individual Parcel Numbers)**

**UDOT Project No: F-LC07(14)      PIN 7162**

**Location: 1900 East Price, Phase 1, Airport Rd to 300 North**

<b>Parcel Number</b>	<b>Address</b>	<b>Task</b>	<b>Date to Agent</b>	<b>Target Date</b>
<b>1:C:E Martino</b>		<b>ACE &amp; ACQ</b>		
<b>2:C:E Martino</b>		<b>ACE &amp; ACQ</b>		
<b>3:C:E Boud</b>		<b>ACE &amp; ACQ</b>		
<b>4:C:E Boud</b>		<b>ACE &amp; ACQ</b>		
<b>5:C:E Boud</b>		<b>ACE &amp; ACQ</b>		
<b>6C:E Boud</b>		<b>ACE &amp; ACQ</b>		
<b>7:C:E Boud</b>		<b>ACE &amp; ACQ</b>		
<b>8:C:E Martino</b>		<b>ACE &amp; ACQ</b>		
<b>9:C:E Boud</b>		<b>ACE &amp; ACQ</b>		
<b>10:C:E Martino</b>		<b>ACE &amp; ACQ</b>		



# Price City Police Department Travel Request and Authorization

Date: April 2, 2015

Employee: Debbie Worley

Purpose of Travel: Crime Victims Conference

Agency Sponsoring Activity: Utah Council on Victims of Crime

Destination: Midway, Utah

Dates employee will be involved in training (include travel time) 04/29, 30 & 5/1, 2015

Expenses will be reimbursed to the City by: \_\_\_\_\_

Other: \_\_\_\_\_

P.O. #30037 #30038 #30039

## Method of Travel:

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle  
\_\_\_\_\_ miles x \_\_\_\_\_ cents per mile = \$ \_\_\_\_\_

4/29 & 30 (2) Dinners @ \$16.00

**Meal:** 5/1 Lunch @ \$13.00 per Diem = \$ 45.00

**Lodging:** 2 day x \$101.34 per night = \$ 202.68

**Registration Fees:** \$125.00 \$ 125.00

**Other Expenses:** \_\_\_\_\_ \$ \_\_\_\_\_

**Total (estimate):** \$ 372.68

\*\*\*\*\*

Submitted by: \_\_\_\_\_/Debbie Worley Date: \_\_\_\_\_

Submitted to City Council for Approval on: \_\_\_\_\_

28th Annual  
Utah Crime Victims Conference

**21st  
CENTURY SOLUTIONS**  
Enhancing Response to Victims

**April 30 & May 1,  
2015**

The Marriott  
784 North 400 East  
Salt Lake City, UT 84143

## KEYNOTE PRESENTERS

*April 30 Keynote Session:*

**Jeff Benedict:**

*Hands Off My Sister—Interventions for Victims*

New York Times best-selling author and National Expert on athletes and crime. His 12 books include, *"Pros and Cons: The Criminals Who Play in the NFL,"* and *"Out of Bounds: Inside the NBA's Culture of Rape, Violence & Crime,"* and the article, *"Hands Off My Sister."* His books on athletes and crime established him as a national expert on the subject. Plus, he was the lead researcher on two groundbreaking studies conducted at Northeastern University—one on student-athletes. In addition to being a regular analyst on network and cable news programs, Benedict has served as an expert witness on behalf of rape and domestic violence victims and consulted for law firms representing victims of violence committed by athletes.

Jeff has spent much of his career writing about violence against women, particularly as it pertains to professional and college athletes. Last year he helped his sister and her children escape a domestic violence situation. In this presentation, he will tell this very personal story and discuss how writing about it prepared him to help his sister.

*May 1 Plenary Sessions:*

**Sean Reyes, Utah Attorney General (Invited):**

*Human Trafficking Interventions—Experiences from Colombia*

On December 30, 2013, Sean Reyes was appointed by Governor Gary R. Herbert and took the oath of office. Before serving as Utah AG, Reyes was among the most dynamic and successful young professionals in the country. He has been recognized nationally and locally for his legal skills and professionalism, local and national Bar leadership and unparalleled commitment to public service. He has lent his legal expertise to media outlets ranging from Fox National Business News to The Economist.

**Heidi Black Miller**

*When Your Mother is Murdered: How Do You Survive & Heal When The Case is Still Not Solved?*

This presentation by Heidi Miller features how her mother, Sheri Black's life was suddenly taken on November 30, 2010, in a senseless act of violence. Heidi will share her journey of disappointments and finding the strength and courage to continue on; how survival evolved to healing; how hope created peace as she lives with the struggles from the homicide of an intimate family member.

## CONFERENCE INFORMATION:

We are excited to have you join us for the Crime Victim's Conference at the **Swiss Style Zermatt Resort** in Midway, Utah! Registration for the conference includes Thursday and Friday breakfast, and Thursday lunch. This premier destination is a mountain village with plenty to offer including fine cuisine, state parks, geothermal craters, golf, ATV rentals, zip-lines, night-life, and more.

**Zermatt Resort** also has a Spa, Indoor/Outdoor Pool, Matty's Bistro and Z's Steak & Chop Haus, Hot Tub, Sauna, Wellness Center, Yoga Class, Pool Table, Carousel, Mini Golf, Life Size Chess and more! Neighboring Homestead Resort boasts a Geothermal Crater where you can swim or scuba (as seen on *The Bachelor*), reservations required, 435-657-3840.

**Midway City** offers great dining just minutes from the Resort. Tarahumara specializes in Northern Mexican Cuisine, with a bar and vast salsa bar. Or try Café Galleria's Italian food or fine European Dining and Wine at the Blue Boar Inn Restaurant. Dining is also available at the Zermatt and neighboring Homestead Resort. Search fabulous places to dine in and around Midway City, neighboring Heber Valley and Park City.

The Conference will be held at the Matterhorn Conference Center.

**Hotel Reservations at the Zermatt:**  
(435) 657-2015 or (866) 643-2015

*Ask for the Crime Victims Conference State rate.*

**State Government rate is \$90 for King and \$109 for Double Queen and will be available April 29—May 2, 2015.**

For registration questions please contact:  
Judy Black  
judyblack@utah.gov or  
(801)238-2370

## Breakout Sessions

### Saving DV Victims Lives with Lethality Assessments:

A case study from the Woods Cross PD will demonstrate how use of lethality assessments can save lives—including the life of a young woman and her children in Woods Cross.  
(Det. Adam Osoro & Chief Greg Butler of the Woods Cross Police Department)

### Violent Crimes & Athletics:

In 2014 the NFL faced a scandal when running back Ray Rice knocked out his then-fiancee in an elevator that was under video surveillance. At the same time, college football's top player—Florida State's Heisman quarterback Jameis Winston—was accused of sexual assault. He faced no suspension from the university and in 2015 he is projected to be the number one pick in the NFL Draft. What can and should the NFL and colleges do in response to instances of sexual assault and domestic violence?  
(Jeff Benedict)

### A Victim's Perspective

The trauma of rape has a significant impact on the victim as well as those around them. This workshop will help participants understand the impact of rape and discuss ways to encourage support and healing.  
(Mindy Woodhouse)

### Against All Odds—Innovations in Bringing Perpetrators to Justice:

A case study from Cache County will highlight how inter-agency collaboration and the effective use of expert witnesses can overcome difficult challenges in sexual assault prosecutions.  
(Barbara Lachmar, Deputy Cache County Attorney)

### "I Hate This Case!" — Working With Difficult Victim Behaviors:

How do we help victims who are difficult or outright hostile to the criminal justice system? The case involving NFL player Ray Rice will be featured as a case study, as well as a real case from Utah County that went to trial with an uncooperative victim.  
(Donna Kelly, Sexual Assault & DV Resource Prosecutor, Utah Prosecution Council)

### Blended Healing:

Finding a meaningful & effective balance of spiritual, cultural, traditional as well as Native Western healing approaches for 2015.  
(Rex Harvey Sr., Behavioral Health Services Provider & Rick Hendy, Utah Navajo Health System)

### Use of Body Cameras—The Texas Experience:

Body cameras can be a powerful tool in gathering evidence at the scene of a crime—especially in DV cases where victims often do not participate later in the prosecution. Case protocols & case studies from a Texas agency will be presented, with video clips from real cases.

(Jeff Case, District Attorney Investigator & Staley Heatly, Texas District Attorney)

### Responding to Officer Involved Critical Incidents:

Providing a comprehensive response to all involved parties throughout (or during) a critical incident. The necessity of a team approach which includes both Critical Incident Response Law Enforcement Officers, and Victim Advocates while working towards a humane result for those involved.

(Det. Aaron D. Rosen, CIT Unit Coordinator, City of Bluffdale Police Precinct & Holly Johnson, Victim Services Coordinator, Saratoga Springs Police Department)

### Aiding Healing Through Prison Victim-Offender Interaction:

Post-sentencing services available for victims during the offender incarceration in prison as well as after the offender's release into the community.

(Doug Fawson, Director of Victim Services, Utah Department of Corrections)

### Investigating Crimes on Tribal Lands:

Investigating crimes committed on tribal lands can present unique cultural barriers, jurisdictional issues, and legality and enforcement issues, including enforcement of protective orders. A former FBI investigator will discuss his experience working on the Utah Violent Crimes Task Force and investigating felony crimes committed on the Utah Navajo reservation.

(Glen Begay, UHP Trooper; Former FBI-Utah Violent Crimes Task Force Investigator)

### Alternative Light Sources as an Investigative Tool:

An old school technology has been updated and is now very effective at documenting injuries in domestic violence & sexual assault cases. This hands-on presentation will highlight the new technology.

(Detective Justin Boardman, West Valley City PD)

**\*Utah Bar MCLE Credits & Social Work CLU credits pending.\***

## REGISTRATION FORM

28th Annual Crime Victims Conference  
April 30 & May 1, 2015  
Zermatt Resort  
784 West Resort Drive  
Midway, UT 84049

Early Registration Postmarked by March 27, 2015

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Discipline** (Please check one & list your agency/position where spaces are provided)

<b>Criminal Justice Field</b>	<b>Social Work</b>	<b>Non Profit</b>
<input type="checkbox"/> Advocate	<input type="checkbox"/> Child	<input type="checkbox"/> Shelter
<input type="checkbox"/> Courts	<input type="checkbox"/> Adult	<input type="checkbox"/> Legal Center
<input type="checkbox"/> Law Enforcement	<input type="checkbox"/> Rape Recovery Ctr.	
<input type="checkbox"/> Prosecution	<input type="checkbox"/> Other _____	

Registration Options	Before March 27, 2015	After March 27, 2015
<b>Two Day</b>	\$125	\$150
<b>Registration</b>		
<b>One Day Only</b>	\$100	\$125
<b>April 30, 2015</b>		
<b>One Day Only</b>	\$50	\$75
<b>May 1, 2015</b>		

Make checks payable to **Utah Office for Victims of Crime**

I have enclosed my check for \$ \_\_\_\_\_  
(MUST include all participant's name on check stub.)

OR charge to the following IAT codes:

Fund: \_\_\_\_\_ Agency: \_\_\_\_\_ Org: \_\_\_\_\_

Approp: \_\_\_\_\_ Object: \_\_\_\_\_ Activity: \_\_\_\_\_

Reporting CAT: \_\_\_\_\_

MAIL TO:

Utah Council on Victims of Crime  
350 East 500 South #200  
Salt Lake City UT 84111  
Fax: 801.533.4127  
www.crimevictim.utah.gov

# Price City Police Department Travel Request and Authorization

Date: April 2, 2015

Employee: Kevin Drolc

Purpose of Travel: Utah Governor's Public Safety Summit

Agency Sponsoring Activity: Utah Department of Public Safety

Destination: Layton, Utah

Dates employee will be involved in training (include travel time): May 4-6, 2015

Expenses will be reimbursed to the City by: \_\_\_\_\_

## Method of Travel:

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle (gas)

\_\_\_\_\_ miles x \_\_\_\_\_ cents per mile = \$ \_\_\_\_\_

**Meals:** 2 suppers @ \$16.00 \$ 32.00

**Lodging:** Visa @ \$80 per 2 nights \$ 178.80

**Registration Fees:** Visa \$ 250.00

**Other Expenses:** \_\_\_\_\_ \$ \_\_\_\_\_

**Total** \$ 460.80

\*\*\*\*\*

Submitted by: Chief Kevin Drolc

Submitted to City Council for Approval on \_\_\_\_\_



## Department of Public Safety

KEITH D. SQUIRES  
*Commissioner*

### State of Utah

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

March 10, 2015

Dear Conference Participant:

We are excited to invite you to join more than six hundred public safety professionals from around the State of Utah for the Eighth Annual Utah Governor's Public Safety Summit. The conference will feature two days of outstanding presentations and workshops on this year's theme, "**Elevating Public Safety Through Collaboration**" highlighting the need for all functions to work, plan, and train together.

The conference will be held **May 5-6, 2015** at the Davis Convention Center in Layton, Utah, and will provide a good networking opportunity to meet others in your field and to learn new strategies for being prepared for future events. We will have vendors there to show you the latest in industry tools to help you in your important work.

Our keynote speakers are: Police Chief Cathy Lanier, Chief of the Metropolitan Police Department of the District of Columbia to discuss the Navy Yard shooting incident. We also have Jermaine Galloway discussing Current Trends in Alcohol and Drug Use and sharing his information and insight on educating youth on these issues. We have many more great speakers lined up to share their expertise and successes.

A block of rooms has been reserved at many of the surrounding hotels at the state rate of \$80.00 per night. Please refer to the attached registration form for the phone numbers and e-mail addresses of the hotels. Contact them directly for your hotel reservations. Be sure to tell the hotel you are with the Utah Governor's Public Safety Summit to obtain the state rate.

Please refer to the registration form for the fee schedule. Please make checks payable to the Utah Department of Public Safety. The deadline for refunds is April 15, 2015. Please send your completed registration form (enclosed) and check to: Patrice Thomas, Utah Division of Emergency Management, 1110 State Office Building, Salt Lake City, Utah. You may visit our website for conference updates and announcements at <http://publicsafety.utah.gov>. For further questions, call Patrice Thomas at (801) 244-0071 or Judy Watanabe at (801) 554-5958.

At the conference, registration will begin Tuesday morning, May 5<sup>th</sup> at 7:00 a.m. in the reception area lobby of the Davis Convention Center.

We look forward to seeing you at the Governor's Public Safety Summit!

Sincerely,

Keith D. Squires  
Commissioner  
Utah Department of Public Safety

PRICE MUNICIPAL CORPORATION

TRAVEL REQUEST & AUTHORIZATION /  
TRAVEL CLAIM

Employee: Lisa Richens

Department: Finance

Reason for Travel: Annual Government Auditing Update - April 30, 2015

State & Local Government Conference - May 1, 2015

Dates of Travel:

From: 04/30/15

To: 05/01/15

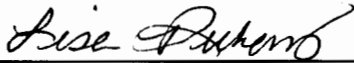
Time Leaving:

Time Returning:

**PRICE MUNICIPAL CORPORATION**

**TRAVEL REQUEST & AUTHORIZATION /  
TRAVEL CLAIM**

				<u>Estimated Expenses</u>	<u>Actual Expenses</u>
<b>TRANSPORTATION:</b>					
Public Carrier	Airfare, taxi, etc.			_____	_____
City Car	Gasoline, repair, etc.			_____	_____
Private Car Mileage	City car not available.	_____ miles @ _____	0.5600 per mile	\$ -	
Gasoline	City car available, but chose to take own.	_____ miles @ _____	0.2800 per mile	\$ -	
<b>LODGING:</b>					
	Hotel	_____ 1 night(s) @ _____	112.60 per night	\$ 112.60	_____
<b>MEALS &amp; TIPS:</b>					
	Breakfast	_____ meal(s) @ _____	10.00	\$ -	_____
	Lunch	_____ meal(s) @ _____	13.00	\$ -	_____
	Dinner	_____ meal(s) @ _____	16.00	\$ -	_____
<b>REGISTRATION:</b>				\$ 373.00	
<b>OTHER:</b>					
	Description	_____		_____	_____
		_____		_____	_____
				<b>Total Estimated Expenses</b>	<b>\$ 485.60</b>
<b>TOTAL</b>				<b>Attach itemized receipts and charges.</b>	<b>\$ -</b>
				<b>Less:</b>	
				Credit Card Charges	_____
				Per Diem Received	_____
				Amount Due Employee	<u>\$ -</u>
				Refund Due Price City	_____



EMPLOYEE SIGNATURE

DEPARTMENT HEAD/SUPERVISOR

**Overnight lodging requires City Council approval.**

Approved by City Council: \_\_\_\_\_

City Recorder: \_\_\_\_\_

Date: \_\_\_\_\_

## **OFFICE OF THE UTAH STATE AUDITOR**

### **Annual Government Auditing Update**

**Thursday, April 30<sup>th</sup>, 2015**

**1:00 PM – 5:00 PM**

Miller Campus, Salt Lake Community College  
Miller Free Enterprise Building Auditorium  
9750 South 300 West  
Sandy, Utah 84070

<b><u>Time</u></b>	<b><u>Presentation</u></b>
1:00 – 1:05 pm	<b>Welcome and Business</b> Van Christensen, CPA, Director, Office of the Utah State Auditor
1:05 – 1:35 pm	<b>Internal Control Documentation</b> Ariane Gibson, Financial Senior Auditor and Debi Carty Financial Staff Auditor, Office of the State Auditor
1:35 – 2:05 pm	<b>Changes in the State Compliance Audit Guide and Common Deficiencies with Work Paper Reviews</b> Patricia Nelson, CPA, Audit Supervisor, Office of the Utah State Auditor
2:05 – 2:35 pm	<b>Schedule of Expenditures of State Awards</b> Jeremy Walker, CPA, Local Government Manager, Office of the Utah State Auditor
2:35 – 3:00 pm	<b>BREAK</b>
3:00 – 3:30 pm	<b>GASB 68</b> Kim Kellersberger, Director of Finance, Utah Retirement Systems
3:30 – 4:00 pm	<b>Auditor Independence</b> Van Christensen, CPA, Director, Office of the Utah State Auditor
4:00 – 4:30 pm	<b>Auditor Alerts and Legislature Update</b> Van Christensen, CPA, Director, Office of the Utah State Auditor
4:30 – 5:00 pm	<b>Uniform Guidance and Q&amp;A</b> Ryan Roberts, CPA, Audit Supervisor, Office of the Utah State Auditor

**Recommended for 4 hours CPE**



or provide management service for state or local government entities. This  
help you sharpen your writing skills. Choose from a variety of breakout sessions  
Analytical Procedures, Pension Nitty Gritty, Auditor Considerations for the  
s — Implementation for Auditees, Economic Update and Audit Writing Skills.

## GENERAL SESSION

- 8:05 – 9:05      **Cutting Edge Research on Fraud Detection**  
Mark Zimbleman – Brigham Young University
- 9:05 – 9:20      **Networking Break**
- 9:20 – 10:35    **GASB Update**  
Eric Berman, CPA, CGMA – Eide Bailly
- 10:35 – 10:50   **Refreshment & Networking Break**

## BREAKOUT SESSIONS

- 10:50 – 11:50   **State Legal Compliance**  
Van Christensen, CPA – Utah State Auditor's Office
- Analytical Procedures (New Staff)**  
Chad Simon, Ph.D. – Utah State University
- Pension Nitty Gritty**  
Eric Berman, CPA, CGMA – Eide Bailly

## LUNCH

- 11:50 – 12:55  
12:30 – 12:55

**Ethics**  
Kent Thomas, CPA –  
Advanced CFO  
Solutions

## BREAKOUT SESSIONS

- 1:00 – 2:00      **Auditor Considerations for the New Uniform Guidance**  
Holli Andrus, CPA – Utah State Auditor's Office
- Auditee Deficiencies - Panel Discussion**  
James Andrus, CPA – Piercy, Bowler, Taylor & Kern  
MacRay Curtis, CPA – WSRP, LLC  
Brent Litz, CPA – Litz & Company, P.C.  
Michael Ulrich, CPA – Ulrich & Associates, PC
- Omni-Circular or Omni-Circus — Implementation for Auditees**  
Deborah Davis, CPA – Utah State Auditor's Office
- 2:00 – 2:10      **Refreshment & Networking break**

## GENERAL SESSION

- 2:10 – 3:10      **Writing Skills**  
Harvey Lillywhite
- 3:10 – 3:15      **Networking Break**

## BREAKOUT SESSIONS

- 3:15 – 4:15      **Economic Update: Oil Prices, Interest Rates and the U.S. Dollar**  
Kelly Matthews, Ph.D.
- Audit Writing Skills**  
Harvey Lillywhite
- 4:15              **Adjourn**

